

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

BOARD OF TRUSTEES
Regular Meeting

May 22, 2013

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

AGENDA

CLOSED SESSION AT 6:00 P.M.

- 1. CALL TO ORDER**
- 2. CLOSED SESSION COMMENTS**
- 3. CLOSED SESSION** (as authorized by law)

A. STUDENT EXPULSIONS

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

EXHIBIT 3 A1-A5

B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

- 1) High School Principal
 - 2) High School Assistant Principals
 - 3) Director I, Special Education Technology Support Programs
 - 4) Director I, Performing Arts Centers and Facilities
 - 5) Elementary School Principal
 - 6) Coordinator, Athletics and Extra-Curricular Programs
- (Pursuant to Government Code §54957)

EXHIBIT 3 B1-B6

C. CONFERENCE WITH LABOR NEGOTIATORS

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

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

EXHIBIT 3 D

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

VEX Robotics Challenge Competition Participating Schools

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 UPDATED FINANCIAL STATEMENTS – THIRD INTERIM REPORT:**

In accordance with Education Code §42131(c), a school district, which is qualified or negative as of the Second Interim Report, shall submit financial statement projections of the district's fund and cash balances to the Orange County Department of Education, State Controller, and the Superintendent of Public Instruction. These financial statement projections and cash balances are typically referred to as the "Third Interim Report." The Third Interim Report covers the period of July 1, 2012, through April 30, 2013, and includes the following:

- Third Interim General Fund Financial Report 2012-2013
- Cash flow projections for fiscal year 2012-2013 and 2013-2014

The Third Interim Report is not required to be certified as positive, qualified, or negative, and is required only to be submitted to the Orange County Department of Education and the various state agencies for review and comment.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees acknowledge receipt of the financial documents related to the Third Interim Report, and authorize their filing with the Orange County Department of Education, the State Controller's Office, and the State Superintendent of Public Instruction.

Motion by _____

Seconded by _____

DISCUSSION/
ACTION

Page 1

EXHIBIT 1

2. PROPOSED REFINANCING OF COMMUNITY FACILITIES DISTRICT FUNDS:

The Board of Trustees will receive an update on the District's monitoring of refinancing opportunities with respect to outstanding bonds of the District's eight Community Facilities Districts (CFDs) and a needed first bond issue for CFD No. 2005-1, "Whispering Hills." Specifically, there is potential savings for the District and taxpayers by refinancing bonds issued for CFD No. 90-2 Talega Improvement Area No. 2002-1 and CFD No. 92-1 Las Flores. CFD No. 88-1 may present an opportunity for savings by the time of bond sale, but does not at this time. Additionally, the trigger point for the first issuance of bonds for CFD No. 2005-1, "Whispering Hills" has been reached. The update will describe how the sale of bonds for these three (or four) CFDs can be accomplished, utilizing Government Finance Officers Association Recommended Best Practices as appropriate, to achieve transparency and the lowest costs, based on an analysis by the District's financial advisor, Government Financial Strategies, Incorporated.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

3. RESOLUTION NO. 1213-46, DETERMINING THE CAPISTRANO BEACH YARD SITE IN DANA POINT IS NOT SURPLUS TO THE DISTRICT'S NEEDS AND RESCINDING THE PRIOR CONDITIONAL DETERMINATION:

At the April 24, 2006, Board meeting, Trustees approved Resolution No. 0506-79 designating the Capistrano Beach bus yard in Dana Point as surplus property with the understanding that acceptance of any such offers will be subject to the identification and approval of an alternative bus yard site. Resolution No. 1213-46, Determining the Capistrano Beach Yard Site in Dana Point is Not Surplus to the District's Needs and Rescinding the Prior Conditional Determination, was prepared by District's legal counsel to rescind the Capistrano Beach yard site as surplus property. The Capistrano Beach Yard is currently being utilized by the District's Transportation Department as a hub for the southern half of the District, and serves as a fueling location for all District vehicles and equipment. In addition, it serves as a critical site for the District's Maintenance and Operations Department providing storage and parking for all grounds vehicles and equipment. It also is the storage site for District flooring supplies and furniture.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-46, Determining the Capistrano Beach Yard Site in Dana Point is Not Surplus to the District's Needs and Rescinding the Prior Conditional Determination.

INFORMATION/
DISCUSSION

Page 41

EXHIBIT 2

DISCUSSION/
ACTION

Page 43

EXHIBIT 3

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

4. SADDLEBACK COLLEGE HIGH SCHOOL PARTNERSHIP PROGRAM:

INFORMATION/
DISCUSSION

In cooperation with our local high schools, Saddleback College has initiated the development of the High School Partnership Program to better prepare students for the rigors of college coursework leading to success after high school. The High School Partnership Program provides recommended pathways for students and suggested roles for the college, high schools, students, and parents. Working collaboratively with the District's high schools, Saddleback College guarantees that students who follow the recommended pathways will be prepared for success whether they seek to enter college, the workforce, or the military. Saddleback College will present Trustees with an update of its existing partnership with the District and present goals for future work with the District.

CUSD Strategic Plan Pillar 1: Community Relations

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

5. FIRST READING – NEW BOARD POLICY 3260, STUDENT FEES:

INFORMATION/
DISCUSSION
Page 51
EXHIBIT 5

As Education Code changes, it becomes necessary to update District policies. Board Policy 3260, Student Fees, is a new Board Policy created to meet new legal compliance requirements. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

6. SECOND READING – REVISIONS TO BOARD BYLAW 9323, MEETING CONDUCT:

DISCUSSION/
ACTION
Page 53
EXHIBIT 6

A recent discussion on abstentions and the District bylaw that states "*in the event that one less than the necessary number of affirmative (i.e. "aye") votes has been cast, then an "abstain" vote shall constitute concurrence*" prompted revisions to Board Bylaw 9323, *Meeting Conduct*. Legal counsel confirmed this is contrary to Education Code which indicates for a matter to pass on a seven-member board, four affirmative votes are required. Changes are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation

It is recommended that the Board President recognize Joseph M. Farley, Superintendent, to present the first reading of Board Bylaw 9323, *Meeting Conduct*.

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Bylaw 9323, *Meeting Conduct*.

Motion by _____ Seconded by _____

CONSENT CALENDAR

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

GENERAL FUNCTIONS

7. SCHOOL BOARD MINUTES:

Approval of the minutes of the May 8, 2013, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

Page 59
EXHIBIT 7

CURRICULUM & INSTRUCTION

8. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for one student who has completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case number 1213-021. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act are protected. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

9. MASTER TEACHER PAYMENT:

Approval of payment to District master teachers who supported a student teacher during the 2013 spring semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton, has agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts vary due to statutory costs.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 9

10. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2013-2014. As a member of CIF, the District is required by Education Code §33353(a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 10

11. STUDENT TEACHING AGREEMENT – LUTHER COLLEGE:

Approval of student teaching agreement with Luther College. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 11

12. INTERAGENCY AGREEMENT WITH ORANGE COUNTY HEAD START, INCORPORATED AND THE DISTRICT'S SPECIAL EDUCATION LOCAL PLAN AREA:

Approval of the Interagency Agreement with Orange County Head Start, Incorporated. The agreement meets the requirements of Education Code §56195.7(d) to develop written agreements for "coordinating services with other local public agencies that are funded to serve individuals with exceptional needs." The agreement spells out processes by which the District may collaborate with Head Start as a no-cost, public option for inclusion opportunities, access to general curriculum, and typical preschool experiences. The previous agreement was developed prior to the current Individuals with Disabilities Education Act reauthorization. This agreement aligns to current state and federal laws and regulations. Families of children with Individualized Education Programs will benefit from the additional health, social services, nutrition, and mental health services provided as part of the Head Start program and which complement special education services provided by the District. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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EXHIBIT 12

BUSINESS & SUPPORT SERVICES

13. 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 \$1,701,842.72; the commercial warrants total \$1,526,082.57. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved by vendor warrants exceeding \$250,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 13

14. DONATION OF FUNDS AND EQUIPMENT:

A number of gifts have been donated to the District, including \$110,017.53 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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EXHIBIT 14

15. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 123
EXHIBIT 15

Approval and ratification of District standardized Independent Contractor, Professional Services, Master Contract Agreements and Amendments. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows thirteen new agreements totaling \$1,764,675, seventeen extensions to existing agreements totaling \$445,000, three amendments to existing agreements totaling \$200, one extension/amendment agreement totaling \$45,000, and one ratification of an agreement totaling \$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 2: Safe & Healthy School

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

16. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:

Approval of the ratification of special education Informal Dispute Resolution Agreement Case #034213 and Case #045113. 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

17. MODIFICATION TO SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of the modification to special education Settlement Agreement #2010070318. 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

18. RESOLUTION NO. 1213-45 – TEMPORARY TRANSFER AGREEMENT:

Page 365
EXHIBIT 18

Approval of Resolution No. 1213-45 authorizes the District to participate in a Temporary Transfer Agreement for the 2013-2014 fiscal year. The County Board of Supervisors has authorized the County Treasurer to offer short-term loans to school districts to help bridge cash flow difficulties. The loans will be repaid to the County Treasurer when school districts receive property taxes in December. By applying for these funds, the District will have sufficient cash until December property tax revenue is received.

CUSD Strategic Plan Pillar 5: Effective Operations

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

19. RATIFICATION OF CHANGE ORDER NO. 19 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS CENTER:

Page 377
EXHIBIT 19

Ratification of Change Order No. 19 related to the construction of the Capistrano Valley High School Performing Arts Center. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The original contract sum was \$11,975,007. The new contract sum including Change Order No. 19 is \$12,932,580.

CUSD Strategic Plan Pillar 5: Effective Operations

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

- 20. INTRANET NETWORK SUPPORT SERVICES AGREEMENT – ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 435
EXHIBIT 20
Approval of the Intranet Network Support Services Agreement with the Orange County Superintendent of Schools to provide intranet data connectivity services and support to the District. The term of the agreement is from July 1, 2013, through June 30, 2016. Annual expenditures under this agreement are limited to \$750, paid from the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 21. AWARD BID NO. 1314-03, ASPHALT PAVING, SEALCOATING, AND REPAIR, BEN'S ASPHALT INCORPORATED:** Page 443
EXHIBIT 21
Approval of Award of Bid No. 1314-03 for asphalt paving, sealcoating, and repair to Ben's Asphalt Incorporated. On March 27, 2013, the Board of Trustees authorized staff to advertise for bids. Documents were distributed to 14 contractors; three bids were received and opened on April 24, 2013. Low bid is determined by select line items representing the most common District projects at a weighted percentage. Ben's Asphalt Incorporated is the lowest responsive, responsible bidder. The initial contract term is July 1, 2013, through June 30, 2014, 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 \$250,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 22. EXTENSION OF SCHOOL BUS SERVICE AGREEMENT – ANNELIESE'S SCHOOLS, INCORPORATED:** Page 463
EXHIBIT 22
Approval of the Extension of School Bus Service Agreement No. 1213100 to provide school bus inspections, servicing, maintenance, repair, and school bus driver training services for buses owned by Anneliese's Schools, Incorporated. The pricing structure remains the same as negotiated last year. This agreement provides a positive revenue stream into the District's general fund to offset the unrestricted general fund's contribution to the Transportation Department's expenses.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 23. EXTENSION AGREEMENT FOR BID NO. 1112-06, SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE – CR&R INCORPORATED:** Page 473
EXHIBIT 23
Approval of the Extension of the Agreement Bid No. 1112-06 with CR&R, Incorporated to provide service to collect, recycle, and dispose of solid waste for all sites within the District. CR&R has requested a 2.16 percent increase to the current contract pricing for the renewal period of July 1, 2013, through June 30, 2014. This increase is the same Consumer Price Index increase that was implemented by OC Waste and Recycling throughout the Orange County landfill system due to increases in labor, and higher fuel and disposal costs. Annual expenditures under this contract are limited to \$200,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 24. ~~EXTENSION OF CONSULTANT AGREEMENT FOR REQUEST FOR QUALIFICATIONS NO. 10-0809, GENERAL LEGAL SERVICES – HARBOTTLE LAW GROUP:~~**

~~Approval of the Extension of Consultant Agreement No. C0910101 with Harbottle Law Group to provide general legal services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2013-2014 as previously negotiated. Annual expenditures under this contract are limited to \$150,000, funded by special education.~~

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

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

Page 487
EXHIBIT 24

Pulled on 5-17-13
- 25. EXTENSION OF CONSULTANT AGREEMENT FOR GENERAL LEGAL SERVICES – ATKINSON, ANDELSON, LOYA, RUUD & ROMO:**

Approval of the Extension of Consultant Agreement No. C1011052 with Atkinson, Anderson, Loya, Ruud & Romo to provide general legal services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2013-2014 as previously negotiated. Annual expenditures under this contract are limited to \$220,000, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 513
EXHIBIT 25
- 26. EXTENSION OF CONSULTANT AGREEMENT FOR GENERAL LEGAL SERVICES – STUTZ, ARTIANO, SHINOFF & HOLTZ, APC:**

Approval of the Extension of Consultant Agreement No. C1011064 with Stutz, Artiano, Shinoff & Holtz, APC, to provide general legal services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2013-2014 as previously negotiated. Annual expenditures under this contract are limited to \$250,000, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 535
EXHIBIT 26
- 27. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE SERVICES – THE PLANNING CENTER:**

Approval of the Extension of Independent Contractor Agreement No. I1011014 with The Planning Center to provide on call California Environmental Quality Act compliance services as requested by the District. The vendor has agreed to maintain the same pricing for fiscal year 2013-2014 as previously negotiated. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund. Annual expenditures under this contract are limited to \$50,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 555
EXHIBIT 27
- 28. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR GEOTECHNICAL SERVICES – NMG GEOTECHNICAL, INCORPORATED:**

Approval of the Extension of Independent Contractor Agreement No. I1011016 with NMG Geotechnical, Incorporated to provide geotechnical services, as requested by the District. The vendor has offered a ten percent cost reduction for all services rendered for fiscal year 2013-2014. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited to, developer fees, Community Facilities Districts, and the general fund. Annual expenditures under this contract are limited to \$150,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 571
EXHIBIT 28

29. **EXTENSION AGREEMENT FOR BID NO. 1112-04, OUTSOURCE TRANSPORTATION SERVICE – AMERICAN LOGISTICS COMPANY, LLC:**
Approval of the Extension of Agreement with American Logistics Company, LLC to provide transportation of special education students as determined by a student's Individualized Education Program. This vendor is utilized when the District's Transportation Department does not have a bus available to transport a specific student to the needed location. The vendor has agreed to maintain the same pricing for the contract renewal term of July 1, 2013, through June 30, 2014. Annual expenditures under this contract are limited to \$150,000, funded by special education.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
30. **EXTENSION OF SOFTWARE LICENSE AND SUPPORT AGREEMENT FOR REQUEST FOR QUALIFICATIONS NO. 7-1011, STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM – ILLUMINATE EDUCATION, INCORPORATED:**
Approval of the Extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management. The vendor has agreed to maintain the same pricing structure negotiated through the RFQ process. Annual expenditures under this contract are limited to \$204,000, funded by Microsoft Voucher Funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
31. **EXTENSION AGREEMENT FOR BID NO. 1213-01, PLUMBING SERVICE – PACIFIC PLUMBING COMPANY OF SANTA ANA:**
Approval of the Extension of Agreement Bid. No. 1213-01 with Pacific Plumbing Company of Santa Ana to provide emergency and plumbing services for all sites within the District. The vendor agreed to reduce labor rates by two percent for the renewal period of July 1, 2013, through June 30, 2014. Annual expenditures under this contract are limited to \$300,000, funded by deferred maintenance and routine restricted maintenance accounts.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
32. **EXTENSION AGREEMENT FOR BID NO. 1213-02, WEED ABATEMENT – E. STEWART AND ASSOCIATES, INCORPORATED:**
Approval of the Extension of Agreement for Bid No. 1213-02 with E. Stewart and Associates, Incorporated to provide weed abatement services for all sites within the District. The vendor agreed to reduce pricing by ten percent for the renewal period of July 1, 2013, through June 30, 2014. Annual expenditures under this contract are limited to \$150,000, funded by deferred maintenance and routine restricted maintenance accounts.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
33. **EXTENSION AGREEMENT FOR BID NO. 1112-05, ELECTRICAL SUPPLIES AND MATERIALS – CONSOLIDATED ELECTRICAL DISTRIBUTORS, INCORPORATED:**
Approval of the Extension of Agreement for Bid. No. 1112-05 with Consolidated Electrical Distributors, Incorporated to provide electrical supplies and materials for all sites within the District. The vendor agreed to maintain the same pricing structure negotiated last year for the renewal period of July 1, 2013, through June 30, 2014. Annual expenditures under this contract are limited to \$100,000, funded by deferred maintenance and routine restricted maintenance accounts.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- Page 589
EXHIBIT 29
- Page 611
EXHIBIT 30
- Page 623
EXHIBIT 31
- Page 637
EXHIBIT 32
- Page 655
EXHIBIT 33

34. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR THE COLLECTION, DATA DESTRUCTION AND RECYCLING OF ELECTRONIC MATERIALS - ALL GREEN ELECTRONICS RECYCLING, LLC:

Page 669
EXHIBIT 34

Approval of the Extension of Independent Contractor Agreement No. I1112002 with All Green Electronics Recycling for collection, data destruction, and recycling of materials and electronics equipment, as requested by the District. The vendor has agreed to maintain the same pricing structure negotiated last year. This contract generates approximately \$8,000 in income annually, deposited into the technology replacement account.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

35. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 695
EXHIBIT 35

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

36. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 699
EXHIBIT 36

Approval of the activity list for employment, separation, and additional assignments of certificated employees. These positions will be charged to the appropriate fund and are included in the adopted budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

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

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

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY,
JUNE 12, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE
BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

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

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.

2012-13 End of Year Projection
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	230,563,102.00	252,358,257.00	229,190,545.34	252,153,874.00	(204,383.00)	-0.1%
2) Federal Revenue		8100-8299	700,000.00	717,790.00	524,820.49	717,790.00	0.00	0.0%
3) Other State Revenue		8300-8599	31,088,756.00	33,154,893.00	22,966,078.90	33,619,980.00	465,087.00	1.4%
4) Other Local Revenue		8600-8799	3,462,464.00	5,558,372.00	5,536,279.91	6,718,452.00	1,160,080.00	20.9%
5) TOTAL, REVENUES			265,814,322.00	291,789,312.00	258,217,724.64	293,210,096.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	127,753,728.00	147,048,223.00	115,587,410.81	146,932,593.00	115,630.00	0.1%
2) Classified Salaries		2000-2999	18,458,483.00	26,652,356.00	19,721,928.85	26,663,437.00	(11,081.00)	0.0%
3) Employee Benefits		3000-3999	54,324,374.00	55,207,929.00	43,554,247.11	55,300,976.00	(93,047.00)	-0.2%
4) Books and Supplies		4000-4999	5,556,694.00	4,754,095.00	2,508,816.70	5,188,558.00	(434,463.00)	-9.1%
5) Services and Other Operating Expenditures		5000-5999	15,505,147.00	18,796,903.12	15,016,631.43	18,990,765.12	(193,862.00)	-1.0%
6) Capital Outlay		6000-6999	497,732.00	471,994.00	136,646.78	473,900.00	(1,906.00)	-0.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,856,627.00	3,913,201.88	2,290,477.83	3,921,781.88	(8,580.00)	-0.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,606,682.00)	(4,528,005.00)	(271,461.13)	(4,529,287.00)	1,282.00	0.0%
9) TOTAL, EXPENDITURES			221,346,103.00	252,316,697.00	198,544,698.38	252,942,724.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			44,468,219.00	39,472,615.00	59,673,026.26	40,267,372.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,761,057.00	2,711,057.00	0.00	2,111,057.00	(600,000.00)	-22.1%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	608,278.69	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(50,785,320.00)	(48,439,332.00)	0.00	(48,477,873.00)	(38,541.00)	0.1%
4) TOTAL, OTHER FINANCING SOURCES/USES			(48,024,263.00)	(45,728,275.00)	608,278.69	(46,366,816.00)		

EXHIBIT 1

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,556,044.00)	(6,255,660.00)	60,281,304.95	(6,099,444.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,531,044.00	16,640,290.00		16,640,290.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,531,044.00	16,640,290.00		16,640,290.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,531,044.00	16,640,290.00		16,640,290.00		
2) Ending Balance, June 30 (E + F1e)			7,975,000.00	10,384,630.00		10,540,846.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,000,000.00	180,000.00		180,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,650,000.00	7,296,000.00		7,296,000.00		
Unassigned/Unappropriated Amount		9790	0.00	2,583,630.00		2,739,846.00		

2012-13 End of Year Projection
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	24,588,455.00	26,937,054.00	(2,323,984.56)	22,039,286.00	(4,897,768.00)	-18.2%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(22,846.97)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	1,986,847.00	1,986,847.00	966,043.01	1,932,085.00	(54,762.00)	-2.8%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	221,741,358.00	228,996,515.00	223,169,385.82	228,647,728.00	(348,787.00)	-0.2%
Unsecured Roll Taxes		8042	8,647,349.00	8,692,937.00	7,171,582.48	8,701,493.00	8,556.00	0.1%
Prior Years' Taxes		8043	5,254,904.00	5,636,724.00	5,485,633.66	5,636,724.00	0.00	0.0%
Supplemental Taxes		8044	1,118,516.00	2,196,470.00	1,656,608.20	2,223,252.00	26,782.00	1.2%
Education Revenue Augmentation Fund (ERAF)		8045	(15,988,719.00)	(6,419,049.00)	(446,439.62)	(2,974,667.00)	3,444,382.00	-53.7%
Community Redevelopment Funds (SB 617/699/1992)		8047	454,854.00	4,161,220.00	5,413,154.17	5,778,434.00	1,617,214.00	38.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			247,803,564.00	272,188,718.00	241,069,136.19	271,984,335.00	(204,383.00)	-0.1%
Revenue Limit Transfers								
Unrestricted Revenue Limit								
Transfers - Current Year	0000	8091	(5,505,360.00)	(4,992,020.00)	0.00	(4,992,020.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other Revenue Limit								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	443,426.00	398,112.00	469,012.39	398,112.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(12,178,528.00)	(15,236,553.00)	(12,347,603.24)	(15,236,553.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			230,563,102.00	252,358,257.00	229,190,545.34	252,153,874.00	(204,383.00)	-0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290						
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
Other Federal Revenue	All Other	8290	700,000.00	717,790.00	524,820.49	717,790.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			700,000.00	717,790.00	524,820.49	717,790.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	22,189.00	22,189.00	652.27	35,397.00	13,208.00	59.5%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(25.76)	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	6,900,000.00	6,518,840.00	4,212,825.00	6,951,861.00	433,021.00	6.6%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	0.00	1,401,118.00	1,419,975.00	1,419,975.00	18,857.00	1.3%
Lottery - Unrestricted and Instructional Materials		8560	6,305,330.00	6,804,288.00	3,832,011.32	6,804,288.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Drug/Alcohol/Tobacco Funds	6650-6690	8590						
Healthy Start	6240	8590						
Class Size Reduction Facilities	6200	8590						
School Community Violence Prevention Grant	7391	8590						

2012-13 End of Year Projection
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	17,861,237.00	18,408,458.00	13,500,641.07	18,408,459.00	1.00	0.0%
TOTAL, OTHER STATE REVENUE			31,088,756.00	33,154,893.00	22,966,078.90	33,619,980.00	465,087.00	1.4%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	6,500.00	5,635.97	6,500.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	359,500.00	1,070,623.00	1,250,639.56	1,431,623.00	361,000.00	33.7%
Interest		8660	312,500.00	372,500.00	198,178.29	372,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	2,540,464.00	3,833,749.00	4,070,657.09	4,632,829.00	799,080.00	20.8%
Tuition		8710	250,000.00	250,000.00	(1.00)	250,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	25,000.00	11,170.00	25,000.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%

2012-13 End of Year Projection
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,462,464.00	5,558,372.00	5,536,279.91	6,718,452.00	1,160,080.00	20.9%
TOTAL, REVENUES			265,814,322.00	291,789,312.00	258,217,724.64	293,210,096.00	1,420,784.00	0.5%

2012-13 End of Year Projection
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	114,045,823.00	131,764,437.00	103,111,488.51	131,686,136.00	78,301.00	0.1%
Certificated Pupil Support Salaries		1200	2,029,003.00	3,028,186.00	2,449,608.12	2,995,455.00	32,731.00	1.1%
Certificated Supervisors' and Administrators' Salaries		1300	11,288,276.00	11,765,189.00	9,604,997.35	11,756,750.00	8,439.00	0.1%
Other Certificated Salaries		1900	390,626.00	490,411.00	421,316.83	494,252.00	(3,841.00)	-0.8%
TOTAL, CERTIFICATED SALARIES			127,753,728.00	147,048,223.00	115,587,410.81	146,932,593.00	115,630.00	0.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	250,730.00	1,113,356.00	1,108,943.13	1,088,993.00	24,363.00	2.2%
Classified Support Salaries		2200	7,892,066.00	11,017,673.00	8,082,451.07	11,079,643.00	(61,970.00)	-0.6%
Classified Supervisors' and Administrators' Salaries		2300	1,063,208.00	1,346,262.00	1,145,610.22	1,335,234.00	11,028.00	0.8%
Clerical, Technical and Office Salaries		2400	7,160,317.00	11,145,364.00	8,032,849.49	11,113,837.00	31,527.00	0.3%
Other Classified Salaries		2900	2,092,162.00	2,029,701.00	1,352,074.94	2,045,730.00	(16,029.00)	-0.8%
TOTAL, CLASSIFIED SALARIES			18,458,483.00	26,652,356.00	19,721,928.85	26,663,437.00	(11,081.00)	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	10,882,063.00	12,055,602.00	9,731,307.56	12,148,522.00	(92,920.00)	-0.8%
PERS		3201-3202	2,391,713.00	2,689,947.00	1,957,633.70	2,699,627.00	(9,680.00)	-0.4%
OASDI/Medicare/Alternative		3301-3302	3,825,660.00	3,978,128.00	2,926,936.54	3,971,647.00	6,481.00	0.2%
Health and Welfare Benefits		3401-3402	28,739,154.00	27,797,327.00	21,560,308.89	27,824,151.00	(26,824.00)	-0.1%
Unemployment Insurance		3501-3502	1,270,852.00	1,896,661.00	1,481,483.80	1,885,508.00	11,153.00	0.6%
Workers' Compensation		3601-3602	3,260,167.00	2,949,135.00	2,217,620.87	2,928,754.00	20,381.00	0.7%
OPEB, Allocated		3701-3702	506,069.00	463,753.00	365,658.28	461,100.00	2,653.00	0.6%
OPEB, Active Employees		3751-3752	810,579.00	740,736.00	579,967.04	743,800.00	(3,064.00)	-0.4%
PERS Reduction		3801-3802	152,541.00	120,339.00	275,640.51	121,684.00	(1,345.00)	-1.1%
Other Employee Benefits		3901-3902	2,485,576.00	2,516,301.00	2,457,689.92	2,516,183.00	118.00	0.0%
TOTAL, EMPLOYEE BENEFITS			54,324,374.00	55,207,929.00	43,554,247.11	55,300,976.00	(93,047.00)	-0.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	70,000.00	184,041.00	101,661.11	180,588.00	3,453.00	1.9%
Books and Other Reference Materials		4200	0.00	14,741.00	9,610.92	19,318.00	(4,577.00)	-31.0%
Materials and Supplies		4300	5,051,494.00	3,834,544.00	1,790,861.92	4,188,241.00	(353,697.00)	-9.2%
Noncapitalized Equipment		4400	435,200.00	720,769.00	606,682.75	800,411.00	(79,642.00)	-11.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,556,694.00	4,754,095.00	2,508,816.70	5,188,558.00	(434,463.00)	-9.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	10,000.00	10,000.00	8,750.00	10,000.00	0.00	0.0%
Travel and Conferences		5200	250,746.00	270,153.00	201,272.73	282,415.00	(12,262.00)	-4.5%
Dues and Memberships		5300	10,860.00	13,010.00	11,233.00	13,010.00	0.00	0.0%
Insurance		5400-5450	2,200,000.00	2,300,000.00	2,200,000.00	2,300,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,425,000.00	9,425,000.00	6,222,070.16	9,325,000.00	100,000.00	1.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,742,293.00	2,445,873.12	1,846,247.41	2,409,598.12	36,275.00	1.5%
Transfers of Direct Costs		5710	(15,255.00)	(30,535.00)	8,152.36	(9,669.00)	(20,866.00)	68.3%
Transfers of Direct Costs - Interfund		5750	(563,705.00)	(562,005.00)	(17,957.54)	(362,005.00)	(200,000.00)	35.6%
Professional/Consulting Services and Operating Expenditures		5800	1,660,208.00	4,134,182.00	3,845,665.82	4,231,191.00	(97,009.00)	-2.3%
Communications		5900	785,000.00	791,225.00	691,197.49	791,225.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			15,505,147.00	18,796,903.12	15,016,631.43	18,990,765.12	(193,862.00)	-1.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	497,732.00	471,994.00	136,646.78	473,900.00	(1,906.00)	-0.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			497,732.00	471,994.00	136,646.78	473,900.00	(1,906.00)	-0.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	15,359.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,472,291.00	2,479,938.00	1,595,126.47	2,479,938.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	210,658.00	249,804.71	165,474.12	251,278.71	(1,474.00)	-0.6%
Other Debt Service - Principal		7439	1,173,678.00	1,183,459.17	514,518.24	1,190,565.17	(7,106.00)	-0.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,856,627.00	3,913,201.88	2,290,477.83	3,921,781.88	(8,580.00)	-0.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(3,956,559.00)	(3,877,882.00)	(531.00)	(3,879,164.00)	1,282.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(650,123.00)	(650,123.00)	(270,930.13)	(650,123.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(4,606,682.00)	(4,528,005.00)	(271,461.13)	(4,529,287.00)	1,282.00	0.0%
TOTAL, EXPENDITURES			221,346,103.00	252,316,697.00	198,544,698.38	252,942,724.00	(626,027.00)	-0.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	600,000.00	0.00	0.00	(600,000.00)	-100.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,761,057.00	2,711,057.00	0.00	2,111,057.00	(600,000.00)	-22.1%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	608,278.69	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	608,278.69	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(50,785,320.00)	(48,439,332.00)	0.00	(48,477,873.00)	(38,541.00)	0.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(50,785,320.00)	(48,439,332.00)	0.00	(48,477,873.00)	(38,541.00)	0.1%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(48,024,263.00)	(45,728,275.00)	608,278.69	(46,366,816.00)	(638,541.00)	1.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	5,505,360.00	4,992,020.00	0.00	4,992,020.00	0.00	0.0%
2) Federal Revenue		8100-8299	16,288,029.00	18,305,438.00	7,866,143.95	18,318,129.00	12,691.00	0.1%
3) Other State Revenue		8300-8599	35,194,096.00	36,996,434.00	24,576,502.54	37,104,656.00	108,222.00	0.3%
4) Other Local Revenue		8600-8799	729,825.00	800,449.00	684,453.52	763,449.00	(37,000.00)	-4.6%
5) TOTAL REVENUES			57,717,310.00	61,094,341.00	33,127,100.01	61,178,254.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	31,240,244.00	31,201,908.00	24,721,227.14	31,410,807.00	(208,899.00)	-0.7%
2) Classified Salaries		2000-2999	28,274,926.00	26,828,262.77	18,839,327.71	26,750,270.77	77,992.00	0.3%
3) Employee Benefits		3000-3999	20,378,838.00	19,901,195.16	14,757,786.23	19,915,987.04	(14,791.88)	-0.1%
4) Books and Supplies		4000-4999	6,320,313.00	8,327,310.07	3,779,272.77	8,749,829.19	(422,519.12)	-5.1%
5) Services and Other Operating Expenditures		5000-5999	13,415,220.00	15,164,871.00	5,933,974.78	14,965,448.00	199,423.00	1.3%
6) Capital Outlay		6000-6999	60,000.00	85,000.00	184,317.81	174,900.00	(89,900.00)	-105.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,231,286.00	6,490,538.00	4,203,839.60	6,398,174.00	92,364.00	1.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	3,956,559.00	3,877,882.00	531.00	3,879,164.00	(1,282.00)	0.0%
9) TOTAL EXPENDITURES			109,877,386.00	111,876,967.00	72,420,277.04	112,244,580.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(52,160,076.00)	(50,782,626.00)	(39,293,177.03)	(51,066,326.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	50,785,320.00	48,439,332.00	0.00	48,477,873.00	38,541.00	0.1%
4) TOTAL OTHER FINANCING SOURCES/USES			50,785,320.00	48,439,332.00	0.00	48,477,873.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,374,756.00)	(2,343,294.00)	(39,293,177.03)	(2,588,453.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,374,756.00	2,708,419.00		2,708,419.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,374,756.00	2,708,419.00		2,708,419.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,374,756.00	2,708,419.00		2,708,419.00		
2) Ending Balance, June 30 (E + F1e)			0.00	365,125.00		119,966.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	365,125.00		119,966.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, Revenue Limit Sources			0.00	0.00	0.00	0.00		
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	4,992,020.00	0.00	4,992,020.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			5,505,360.00	4,992,020.00	0.00	4,992,020.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	7,948,440.00	7,859,241.00	2,502,131.00	7,859,241.00	0.00	0.0%
Special Education Discretionary Grants		8182	1,833,664.00	1,697,179.00	1,168,647.00	1,697,033.00	(146.00)	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	3,631.00	3,816.67	3,631.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290	0.00	350,000.00	134,692.79	362,837.00	12,837.00	3.7%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	3,386,054.00	5,266,928.00	2,291,658.73	5,266,928.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	882,623.00	1,012,120.00	556,579.99	1,012,120.00	0.00	0.0%
NCLB: Title III, Immigration Education Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	625,552.00	568,084.00	425,832.42	568,084.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	246,686.00	246,686.00	58,599.30	246,686.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	1,365,010.00	1,301,569.00	724,186.05	1,301,569.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			16,288,029.00	18,305,438.00	7,866,143.95	18,318,129.00	12,691.00	0.1%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311	0.00	0.00	355.43	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	(825.00)	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	24,309,874.00	24,433,092.00	16,213,624.81	24,488,990.00	55,898.00	0.2%
Prior Years	6500	8319	0.00	0.00	180.00	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	700,285.00	686,256.00	507,905.92	703,215.00	16,959.00	2.5%
Economic Impact Aid	7090-7091	8311	3,184,593.00	3,475,540.00	2,780,260.00	3,475,540.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,808,227.00	1,772,067.00	1,312,009.08	1,818,457.00	46,390.00	2.6%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	131,916.38	203,731.00	775.00	0.4%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	1,269,082.00	1,884,885.00	303,854.28	1,884,885.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	562,500.00	562,500.00	506,250.00	562,500.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Quality Education Investment Act	7400	8590	413,100.00	413,100.00	321,040.00	401,300.00	(11,800.00)	-2.9%
All Other State Revenue	All Other	8590	2,743,479.00	3,566,038.00	2,499,931.64	3,566,038.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			35,194,096.00	36,996,434.00	24,576,502.54	37,104,656.00	108,222.00	0.3%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	478,500.00	478,500.00	435,651.42	441,500.00	(37,000.00)	-7.7%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%)		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	191,325.00	261,949.00	248,802.10	261,949.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	60,000.00	60,000.00	0.00	60,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			729,825.00	800,449.00	684,453.52	763,449.00	(37,000.00)	-4.6%
TOTAL, REVENUES			57,717,310.00	61,094,341.00	33,127,100.01	61,178,254.00	83,913.00	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	22,833,485.00	23,127,071.00	18,206,377.40	23,136,384.00	(9,313.00)	0.0%
Certificated Pupil Support Salaries		1200	4,381,305.00	3,921,119.00	3,298,249.28	4,132,858.00	(211,739.00)	-5.4%
Certificated Supervisors' and Administrators' Salaries		1300	1,753,024.00	1,899,727.00	1,508,581.32	1,900,393.00	(666.00)	0.0%
Other Certificated Salaries		1900	2,272,430.00	2,253,991.00	1,708,019.14	2,241,172.00	12,819.00	0.6%
TOTAL, CERTIFICATED SALARIES			31,240,244.00	31,201,908.00	24,721,227.14	31,410,807.00	(208,899.00)	-0.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,429,048.00	11,426,703.00	8,096,274.27	11,384,781.00	41,922.00	0.4%
Classified Support Salaries		2200	12,034,998.00	11,759,318.00	8,192,031.54	11,748,669.00	10,649.00	0.1%
Classified Supervisors' and Administrators' Salaries		2300	1,015,682.00	1,002,571.00	715,026.95	1,002,572.00	(1.00)	0.0%
Clerical, Technical and Office Salaries		2400	1,427,290.00	1,309,497.77	958,727.26	1,315,050.77	(5,553.00)	-0.4%
Other Classified Salaries		2900	1,367,908.00	1,330,173.00	877,267.69	1,299,198.00	30,975.00	2.3%
TOTAL, CLASSIFIED SALARIES			28,274,926.00	26,828,262.77	18,839,327.71	26,750,270.77	77,992.00	0.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,575,578.00	2,571,614.35	2,041,423.42	2,574,943.23	(3,328.88)	-0.1%
PERS		3201-3202	2,574,438.00	2,415,172.07	1,780,554.50	2,401,583.07	13,589.00	0.6%
OASDI/Medicare/Alternative		3301-3302	2,333,453.00	2,236,565.70	1,612,135.28	2,240,885.70	(4,320.00)	-0.2%
Health and Welfare Benefits		3401-3402	10,375,528.00	10,241,967.04	7,624,369.29	10,220,821.04	21,146.00	0.2%
Unemployment Insurance		3501-3502	652,151.00	636,058.07	479,587.71	661,429.07	(25,371.00)	-4.0%
Workers' Compensation		3601-3602	1,189,295.00	1,156,484.17	730,421.39	1,156,330.17	154.00	0.0%
OPEB, Allocated		3701-3702	160,079.00	155,127.53	117,798.25	155,242.53	(115.00)	-0.1%
OPEB, Active Employees		3751-3752	233,634.00	225,040.92	178,638.48	243,056.92	(18,016.00)	-8.0%
PERS Reduction		3801-3802	226,863.00	217,926.00	168,491.42	216,591.00	1,335.00	0.6%
Other Employee Benefits		3901-3902	57,819.00	45,239.31	24,366.49	45,104.31	135.00	0.3%
TOTAL, EMPLOYEE BENEFITS			20,378,838.00	19,901,195.16	14,757,786.23	19,915,987.04	(14,791.88)	-0.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,244,548.00	1,729,567.00	688,328.78	1,729,567.00	0.00	0.0%
Books and Other Reference Materials		4200	2,000.00	20,078.00	21,896.01	24,078.00	(4,000.00)	-19.9%
Materials and Supplies		4300	4,814,115.00	6,186,217.07	2,526,353.13	6,539,736.19	(353,519.12)	-5.7%
Noncapitalized Equipment		4400	259,650.00	391,448.00	542,694.85	456,448.00	(65,000.00)	-16.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,320,313.00	8,327,310.07	3,779,272.77	8,749,829.19	(422,519.12)	-5.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	3,417,733.00	4,001,920.00	811,905.04	4,155,215.00	(153,295.00)	-3.8%
Travel and Conferences		5200	275,546.00	300,927.00	216,476.76	322,304.00	(21,377.00)	-7.1%
Dues and Memberships		5300	3,200.00	3,200.00	2,050.00	3,350.00	(150.00)	-4.7%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,801,813.00	3,451,418.00	1,943,828.98	3,470,268.00	(18,850.00)	-0.5%
Transfers of Direct Costs		5710	15,255.00	30,535.00	(8,141.53)	9,669.00	20,866.00	68.3%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,896,573.00	7,371,771.00	2,966,527.56	6,999,542.00	372,229.00	5.0%
Communications		5900	5,100.00	5,100.00	1,327.97	5,100.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			13,415,220.00	15,164,871.00	5,933,974.78	14,965,448.00	199,423.00	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	60,000.00	60,000.00	0.00	59,900.00	100.00	0.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	25,000.00	184,317.81	115,000.00	(90,000.00)	-360.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			60,000.00	85,000.00	184,317.81	174,900.00	(89,900.00)	-105.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	134,480.00	80,948.00	8,450.48	80,948.00	0.00	0.0%
Payments to County Offices		7142	5,619,106.00	5,919,106.00	4,139,245.70	5,919,106.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	24,534.00	37,318.00	6,327.82	37,318.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	14,270.00	14,270.00	12,952.06	12,953.00	1,317.00	9.2%
Other Debt Service - Principal		7439	127,911.00	127,911.00	36,863.54	36,864.00	91,047.00	71.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,231,286.00	6,490,538.00	4,203,839.60	6,398,174.00	92,364.00	1.4%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	3,956,559.00	3,877,882.00	531.00	3,879,164.00	(1,282.00)	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			3,956,559.00	3,877,882.00	531.00	3,879,164.00	(1,282.00)	0.0%
TOTAL, EXPENDITURES			109,877,386.00	111,876,967.00	72,420,277.04	112,244,580.00	(367,613.00)	-0.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	50,785,320.00	48,439,332.00	0.00	48,477,873.00	38,541.00	0.1%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			50,785,320.00	48,439,332.00	0.00	48,477,873.00	38,541.00	0.1%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			50,785,320.00	48,439,332.00	0.00	48,477,873.00	(38,541.00)	0.1%

2012-13 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	236,068,462.00	257,350,277.00	229,190,545.34	257,145,894.00	(204,383.00)	-0.1%
2) Federal Revenue		8100-8299	16,988,029.00	19,023,228.00	8,390,964.44	19,035,919.00	12,691.00	0.1%
3) Other State Revenue		8300-8599	66,282,852.00	70,151,327.00	47,542,581.44	70,724,636.00	573,309.00	0.8%
4) Other Local Revenue		8600-8799	4,192,289.00	6,358,821.00	6,220,733.43	7,481,901.00	1,123,080.00	17.7%
5) TOTAL, REVENUES			323,531,632.00	352,883,653.00	291,344,824.65	354,388,350.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	158,993,972.00	178,250,131.00	140,308,637.95	178,343,400.00	(93,269.00)	-0.1%
2) Classified Salaries		2000-2999	46,733,409.00	53,480,618.77	38,561,256.56	53,413,707.77	66,911.00	0.1%
3) Employee Benefits		3000-3999	74,703,212.00	75,109,124.16	58,312,033.34	75,216,963.04	(107,838.88)	-0.1%
4) Books and Supplies		4000-4999	11,877,007.00	13,081,405.07	6,288,089.47	13,938,387.19	(856,982.12)	-6.6%
5) Services and Other Operating Expenditures		5000-5999	28,920,367.00	33,961,774.12	20,950,606.21	33,956,213.12	5,561.00	0.0%
6) Capital Outlay		6000-6999	557,732.00	556,994.00	320,964.59	648,800.00	(91,806.00)	-16.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	10,087,913.00	10,403,739.88	6,494,317.43	10,319,955.88	83,784.00	0.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(650,123.00)	(650,123.00)	(270,930.13)	(650,123.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			331,223,489.00	364,193,664.00	270,964,975.42	365,187,304.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(7,691,857.00)	(11,310,011.00)	20,379,849.23	(10,798,954.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,761,057.00	2,711,057.00	0.00	2,111,057.00	(600,000.00)	-22.1%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	608,278.69	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,761,057.00	2,711,057.00	608,278.69	2,111,057.00		

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General Fund
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Revenues, Expenditures, and Changes in Fund Balance

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E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,930,800.00)	(8,598,954.00)	20,988,127.92	(8,687,897.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,905,800.00	19,348,709.00		19,348,709.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,905,800.00	19,348,709.00		19,348,709.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,905,800.00	19,348,709.00		19,348,709.00		
2) Ending Balance, June 30 (E + F1e)			7,975,000.00	10,749,755.00		10,660,812.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	365,125.00		119,966.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,000,000.00	180,000.00		180,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	6,650,000.00	7,296,000.00		7,296,000.00		
Unassigned/Unappropriated Amount		9790	0.00	2,583,630.00		2,739,846.00		

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REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	24,588,455.00	26,937,054.00	(2,323,984.56)	22,039,286.00	(4,897,768.00)	-18.2%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(22,846.97)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	1,986,847.00	1,986,847.00	966,043.01	1,932,085.00	(54,762.00)	-2.8%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	221,741,358.00	228,996,515.00	223,169,385.82	228,647,728.00	(348,787.00)	-0.2%
Unsecured Roll Taxes		8042	8,647,349.00	8,692,937.00	7,171,582.48	8,701,493.00	8,556.00	0.1%
Prior Years' Taxes		8043	5,254,904.00	5,636,724.00	5,485,633.66	5,636,724.00	0.00	0.0%
Supplemental Taxes		8044	1,118,516.00	2,196,470.00	1,656,608.20	2,223,252.00	26,782.00	1.2%
Education Revenue Augmentation Fund (ERAF)		8045	(15,988,719.00)	(6,419,049.00)	(446,439.62)	(2,974,667.00)	3,444,382.00	-53.7%
Community Redevelopment Funds (SB 617/699/1992)		8047	454,854.00	4,161,220.00	5,413,154.17	5,778,434.00	1,617,214.00	38.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			247,803,564.00	272,188,718.00	241,069,136.19	271,984,335.00	(204,383.00)	-0.1%
Revenue Limit Transfers								
Unrestricted Revenue Limit								
Transfers - Current Year	0000	8091	(5,505,360.00)	(4,992,020.00)	0.00	(4,992,020.00)	0.00	0.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,505,360.00	4,992,020.00	0.00	4,992,020.00	0.00	0.0%
All Other Revenue Limit								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	443,426.00	398,112.00	469,012.39	398,112.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(12,178,528.00)	(15,236,553.00)	(12,347,603.24)	(15,236,553.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			236,068,462.00	257,350,277.00	229,190,545.34	257,145,894.00	(204,383.00)	-0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	7,948,440.00	7,859,241.00	2,502,131.00	7,859,241.00	0.00	0.0%
Special Education Discretionary Grants		8182	1,833,664.00	1,697,179.00	1,168,647.00	1,697,033.00	(146.00)	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	3,631.00	3,816.67	3,631.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

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NCLB/IASA	3000-3009, 3011-3024, 3026-3299, 4000-4034, 4036-4139, 4202, 4204-4215, 5510	8290	0.00	350,000.00	134,692.79	362,837.00	12,837.00	3.7%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	3,386,054.00	5,266,928.00	2,291,658.73	5,266,928.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	882,623.00	1,012,120.00	556,579.99	1,012,120.00	0.00	0.0%
NCLB: Title III, Immigration Education Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	625,552.00	568,084.00	425,832.42	568,084.00	0.00	0.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	246,686.00	246,686.00	58,599.30	246,686.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	2,065,010.00	2,019,359.00	1,249,006.54	2,019,359.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			16,988,029.00	19,023,228.00	8,390,964.44	19,035,919.00	12,691.00	0.1%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311	0.00	0.00	355.43	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	(825.00)	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	24,309,874.00	24,433,092.00	16,213,624.81	24,488,990.00	55,898.00	0.2%
Prior Years	6500	8319	0.00	0.00	180.00	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	700,285.00	686,256.00	507,905.92	703,215.00	16,959.00	2.5%
Economic Impact Aid	7090-7091	8311	3,184,593.00	3,475,540.00	2,780,260.00	3,475,540.00	0.00	0.0%
Spec. Ed. Transportation	7240	8311	1,808,227.00	1,772,067.00	1,312,009.08	1,818,457.00	46,390.00	2.6%
All Other State Apportionments - Current Year	All Other	8311	225,145.00	225,145.00	132,568.65	239,128.00	13,983.00	6.2%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(25.76)	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	6,900,000.00	6,518,840.00	4,212,825.00	6,951,861.00	433,021.00	6.6%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	1,401,118.00	1,419,975.00	1,419,975.00	18,857.00	1.3%
Lottery - Unrestricted and Instructional Materi		8560	7,574,412.00	8,689,173.00	4,135,865.60	8,689,173.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	562,500.00	562,500.00	506,250.00	562,500.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%

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Quality Education Investment Act	7400	8590	413,100.00	413,100.00	321,040.00	401,300.00	(11,800.00)	-2.9%
All Other State Revenue	All Other	8590	20,604,716.00	21,974,496.00	16,000,572.71	21,974,497.00	1.00	0.0%
TOTAL, OTHER STATE REVENUE			66,282,852.00	70,151,327.00	47,542,581.44	70,724,636.00	573,309.00	0.8%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue								
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	6,500.00	5,635.97	6,500.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	359,500.00	1,070,623.00	1,250,639.56	1,431,623.00	361,000.00	33.7%
Interest		8660	312,500.00	372,500.00	198,178.29	372,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	478,500.00	478,500.00	435,651.42	441,500.00	(37,000.00)	-7.7%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,731,789.00	4,095,698.00	4,319,459.19	4,894,778.00	799,080.00	19.5%
Tuition		8710	250,000.00	250,000.00	(1.00)	250,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	25,000.00	11,170.00	25,000.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	60,000.00	60,000.00	0.00	60,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%

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From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,192,289.00	6,358,821.00	6,220,733.43	7,481,901.00	1,123,080.00	17.7%
TOTAL, REVENUES			323,531,632.00	352,883,653.00	291,344,824.65	354,388,350.00	1,504,697.00	0.4%

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CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	136,879,308.00	154,891,508.00	121,317,865.91	154,822,520.00	68,988.00	0.0%
Certificated Pupil Support Salaries		1200	6,410,308.00	6,949,305.00	5,747,857.40	7,128,313.00	(179,008.00)	-2.6%
Certificated Supervisors' and Administrators' Salaries		1300	13,041,300.00	13,664,916.00	11,113,578.67	13,657,143.00	7,773.00	0.1%
Other Certificated Salaries		1900	2,663,056.00	2,744,402.00	2,129,335.97	2,735,424.00	8,978.00	0.3%
TOTAL, CERTIFICATED SALARIES			158,993,972.00	178,250,131.00	140,308,637.95	178,343,400.00	(93,269.00)	-0.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,679,778.00	12,540,059.00	9,205,217.40	12,473,774.00	66,285.00	0.5%
Classified Support Salaries		2200	19,927,064.00	22,776,991.00	16,274,482.61	22,828,312.00	(51,321.00)	-0.2%
Classified Supervisors' and Administrators' Salaries		2300	2,078,890.00	2,348,833.00	1,860,637.17	2,337,806.00	11,027.00	0.5%
Clerical, Technical and Office Salaries		2400	8,587,607.00	12,454,861.77	8,991,576.75	12,428,887.77	25,974.00	0.2%
Other Classified Salaries		2900	3,460,070.00	3,359,874.00	2,229,342.63	3,344,928.00	14,946.00	0.4%
TOTAL, CLASSIFIED SALARIES			46,733,409.00	53,480,618.77	38,561,256.56	53,413,707.77	66,911.00	0.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	13,457,641.00	14,627,216.35	11,772,730.98	14,723,465.23	(96,248.88)	-0.7%
PERS		3201-3202	4,966,151.00	5,105,119.07	3,738,188.20	5,101,210.07	3,909.00	0.1%
OASDI/Medicare/Alternative		3301-3302	6,159,113.00	6,214,693.70	4,539,071.82	6,212,532.70	2,161.00	0.0%
Health and Welfare Benefits		3401-3402	39,114,682.00	38,039,294.04	29,184,678.18	38,044,972.04	(5,678.00)	0.0%
Unemployment Insurance		3501-3502	1,923,003.00	2,532,719.07	1,961,071.51	2,546,937.07	(14,218.00)	-0.6%
Workers' Compensation		3601-3602	4,449,462.00	4,105,619.17	2,948,042.26	4,085,084.17	20,535.00	0.5%
OPEB, Allocated		3701-3702	666,148.00	618,880.53	483,456.53	616,342.53	2,538.00	0.4%
OPEB, Active Employees		3751-3752	1,044,213.00	965,776.92	758,605.52	986,856.92	(21,080.00)	-2.2%
PERS Reduction		3801-3802	379,404.00	338,265.00	444,131.93	338,275.00	(10.00)	0.0%
Other Employee Benefits		3901-3902	2,543,395.00	2,561,540.31	2,482,056.41	2,561,287.31	253.00	0.0%
TOTAL, EMPLOYEE BENEFITS			74,703,212.00	75,109,124.16	58,312,033.34	75,216,963.04	(107,838.88)	-0.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,314,548.00	1,913,608.00	789,989.89	1,910,155.00	3,453.00	0.2%
Books and Other Reference Materials		4200	2,000.00	34,819.00	31,506.93	43,396.00	(8,577.00)	-24.6%
Materials and Supplies		4300	9,865,609.00	10,020,761.07	4,317,215.05	10,727,977.19	(707,216.12)	-7.1%
Noncapitalized Equipment		4400	694,850.00	1,112,217.00	1,149,377.60	1,256,859.00	(144,642.00)	-13.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,877,007.00	13,081,405.07	6,288,089.47	13,938,387.19	(856,982.12)	-6.6%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	3,427,733.00	4,011,920.00	820,655.04	4,165,215.00	(153,295.00)	-3.8%
Travel and Conferences		5200	526,292.00	571,080.00	417,749.49	604,719.00	(33,639.00)	-5.9%
Dues and Memberships		5300	14,060.00	16,210.00	13,283.00	16,360.00	(150.00)	-0.9%
Insurance		5400-5450	2,200,000.00	2,300,000.00	2,200,000.00	2,300,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,425,000.00	9,425,000.00	6,222,070.16	9,325,000.00	100,000.00	1.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	4,544,106.00	5,897,291.12	3,790,076.39	5,879,866.12	17,425.00	0.3%
Transfers of Direct Costs		5710	0.00	0.00	10.83	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(563,705.00)	(562,005.00)	(17,957.54)	(362,005.00)	(200,000.00)	35.6%
Professional/Consulting Services and Operating Expenditures		5800	8,556,781.00	11,505,953.00	6,812,193.38	11,230,733.00	275,220.00	2.4%
Communications		5900	790,100.00	796,325.00	692,525.46	796,325.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			28,920,367.00	33,961,774.12	20,950,606.21	33,956,213.12	5,561.00	0.0%

2012-13 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	60,000.00	60,000.00	0.00	59,900.00	100.00	0.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	497,732.00	496,994.00	320,964.59	588,900.00	(91,906.00)	-18.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			557,732.00	556,994.00	320,964.59	648,800.00	(91,806.00)	-16.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	15,359.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	134,480.00	80,948.00	8,450.48	80,948.00	0.00	0.0%
Payments to County Offices		7142	5,619,106.00	5,919,106.00	4,139,245.70	5,919,106.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,496,825.00	2,517,256.00	1,601,454.29	2,517,256.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	224,928.00	264,074.71	178,426.18	264,231.71	(157.00)	-0.1%
Other Debt Service - Principal		7439	1,301,589.00	1,311,370.17	551,381.78	1,227,429.17	83,941.00	6.4%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			10,087,913.00	10,403,739.88	6,494,317.43	10,319,955.88	83,784.00	0.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(650,123.00)	(650,123.00)	(270,930.13)	(650,123.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(650,123.00)	(650,123.00)	(270,930.13)	(650,123.00)	0.00	0.0%
TOTAL, EXPENDITURES			331,223,489.00	364,193,664.00	270,964,975.42	365,187,304.00	(993,640.00)	-0.3%

2012-13 End of Year Projection
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	600,000.00	0.00	0.00	(600,000.00)	-100.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,761,057.00	2,711,057.00	0.00	2,111,057.00	(600,000.00)	-22.1%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	608,278.69	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	608,278.69	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			2,761,057.00	2,711,057.00	608,278.69	2,111,057.00	600,000.00	-22.1%

<u>Resource</u>	<u>Description</u>	2012-13
		<u>Projected Year Totals</u>
5640	Medi-Cal Billing Option	119,966.00
Total, Restricted Balance		<u>119,966.00</u>

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A1i)						
A. REVENUES AND OTHER FINANCING SOURCES:						
1. Revenue Limit Sources	8010-8099	252,153,874.00				
a. Base Revenue Limit per ADA (Form RLI, line 4, ID 0024)		6,704.18	1.58%	6,810.18	2.26%	6,964.18
b. AB 851 Add-on (Meals, BTS, Special Adj.) (Form RLI, line 5b, ID 0719)		22.50	1.56%	22.85	2.19%	23.35
c. Revenue Limit ADA (Form RLI, line 5c, ID 0033)		49,116.32	-0.47%	48,886.07	-0.20%	48,786.07
d. Total Base Revenue Limit [(Line A1a plus A1b) times A1c] (ID 0034, 0724)		330,389,767.42	1.10%	334,039,982.89	2.05%	340,894,127.71
e. Other Revenue Limit (Form RLI, lines 6 thru 14)		693,790.00	0.00%	693,790.00	0.00%	693,790.00
f. Total Revenue Limit Subject to Deficit (Sum lines A1d plus A1e, ID 0082)		331,083,557.42	1.10%	334,733,772.89	2.05%	341,587,917.71
g. Deficit Factor (Form RLI, line 16)		0.77728	0.00%	0.77728	0.00%	0.77728
h. Deficit Revenue Limit (Line A1f times line A1g) (ID 0284)		257,344,627.51	1.10%	260,181,866.99	2.05%	265,509,456.68
i. Plus: Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)			0.00%	0.00	0.00%	0.00
j. Revenue Limit Transfers (Objects 8091 and 8097)		(4,992,020.00)	0.00%	(4,992,020.00)	0.00%	(4,992,020.00)
k. Other Adjustments (Form RLI, lines 18 thru 20 and line 41)		(198,732.00)	-77.65%	(44,409.00)	147.87%	(110,078.00)
l. Total Revenue Limit Sources (Sum lines A1h thru A1k; Must equal line A1)		252,153,875.51	1.19%	255,145,437.99	2.06%	260,407,358.68
2. Federal Revenues	8100-8299	717,790.00	-8.20%	658,931.00	1.95%	671,783.00
3. Other State Revenues	8300-8599	33,619,980.00	1.33%	34,065,740.00	1.76%	34,665,492.00
4. Other Local Revenues	8600-8799	6,718,452.00	-2.37%	6,559,239.00	1.32%	6,645,841.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,111,057.00	0.00%	2,111,057.00	0.00%	2,111,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(48,477,873.00)	3.56%	(50,201,473.00)	1.29%	(50,851,533.00)
6. Total (Sum lines A1l thru A5)		246,843,281.51	0.61%	248,338,931.99	2.14%	253,649,998.68
B. EXPENDITURES AND OTHER FINANCING USES:						
1. Certificated Salaries						
a. Base Salaries				146,932,593.00		161,049,860.00
b. Step & Column Adjustment				2,203,989.00		2,415,748.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				11,913,278.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	146,932,593.00	9.61%	161,049,860.00	1.50%	163,465,608.00
2. Classified Salaries						
a. Base Salaries				26,663,437.00		30,070,425.00
b. Step & Column Adjustment				533,269.00		601,409.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				2,873,719.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	26,663,437.00	12.78%	30,070,425.00	2.00%	30,671,834.00
3. Employee Benefits	3000-3999	55,300,976.00	3.94%	57,479,231.00	1.24%	58,189,321.00
4. Books and Supplies	4000-4999	5,188,558.00	-38.51%	3,190,617.00	2.40%	3,267,192.00
5. Services and Other Operating Expenditures	5000-5999	18,990,765.12	2.73%	19,508,562.00	2.25%	19,946,767.00
6. Capital Outlay	6000-6999	473,900.00	33.85%	634,326.00	-47.29%	334,326.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,921,781.88	0.00%	3,921,781.00	0.00%	3,921,781.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,529,287.00)	0.00%	(4,529,287.00)	0.00%	(4,529,287.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(20,000,000.00)		(21,700,000.00)
11. Total (Sum lines B1 thru B10)		252,942,724.00	-0.64%	251,325,515.00	0.89%	253,567,542.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(6,099,442.49)		(2,986,583.01)		82,456.68
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		16,640,290.00		10,540,847.51		7,554,264.50
2. Ending Fund Balance (Sum lines C and D1)		10,540,847.51		7,554,264.50		7,636,721.18
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	180,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,296,000.00		7,229,264.50		7,311,721.18
2. Unassigned/Unappropriated	9790	2,739,846.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		10,540,846.00		7,554,264.50		7,636,721.18

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,296,000.00		7,229,264.50		7,311,721.18
c. Unassigned/Unappropriated	9790	2,739,846.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		10,035,846.00		7,229,264.50		7,311,721.18
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Add back negotiated agreements for reduction in salary plus class size for 2012-13 plus other staffing adjustments.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	4,992,020.00	0.00%	4,992,020.00	0.00%	4,992,020.00
2. Federal Revenues	8100-8299	18,318,129.00	-14.62%	15,639,842.00	2.00%	15,952,639.00
3. Other State Revenues	8300-8599	37,104,656.00	0.10%	37,141,188.00	2.09%	37,916,827.00
4. Other Local Revenues	8600-8799	763,449.00	0.00%	763,449.00	0.00%	763,449.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	48,477,873.00	3.56%	50,201,473.00	1.29%	50,851,533.00
6. Total (Sum lines A1 thru A5)		109,656,127.00	-0.84%	108,737,972.00	1.60%	110,476,468.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				31,410,807.00		31,231,969.00
b. Step & Column Adjustment				471,162.00		468,780.00
c. Cost-of-Living Adjustment				0.00		
d. Other Adjustments				(650,000.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	31,410,807.00	-0.57%	31,231,969.00	1.50%	31,700,749.00
2. Classified Salaries						
a. Base Salaries				26,750,270.77		27,285,275.77
b. Step & Column Adjustment				535,005.00		545,706.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	26,750,270.77	2.00%	27,285,275.77	2.00%	27,830,981.77
3. Employee Benefits	3000-3999	19,915,987.04	0.51%	20,016,643.00	1.53%	20,322,088.00
4. Books and Supplies	4000-4999	8,749,829.19	-23.24%	6,716,115.23	-0.25%	6,699,038.23
5. Services and Other Operating Expenditures	5000-5999	14,965,448.00	-12.11%	13,153,167.00	2.40%	13,468,843.00
6. Capital Outlay	6000-6999	174,900.00	1.45%	177,430.00	0.00%	177,430.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,398,174.00	0.00%	6,398,174.00	0.00%	6,398,174.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,879,164.00	0.00%	3,879,164.00	0.00%	3,879,164.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		112,244,580.00	-3.02%	108,857,938.00	1.49%	110,476,468.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(2,588,453.00)		(119,966.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,708,419.00		119,966.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		119,966.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	119,966.00		0.00		
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		119,966.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Expiration of grants plus reductions as a result of sequestration.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. Revenue Limit Sources	8010-8099	257,145,894.00	1.16%	260,137,457.99	2.02%	263,399,378.68
2. Federal Revenues	8100-8299	19,035,919.00	-14.38%	16,298,773.00	2.00%	16,624,422.00
3. Other State Revenues	8300-8599	70,724,636.00	0.68%	71,206,928.00	1.93%	72,582,319.00
4. Other Local Revenues	8600-8799	7,481,901.00	-2.13%	7,322,688.00	1.18%	7,409,290.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,111,057.00	0.00%	2,111,057.00	0.00%	2,111,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5)		356,499,408.51	0.16%	357,076,903.99	1.97%	364,126,466.68
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				178,343,400.00		192,281,829.00
b. Step & Column Adjustment				2,675,151.00		2,884,528.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				11,263,278.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	178,343,400.00	7.82%	192,281,829.00	1.50%	195,166,357.00
2. Classified Salaries						
a. Base Salaries				53,413,707.77		57,355,700.77
b. Step & Column Adjustment				1,068,274.00		1,147,115.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				2,873,719.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	53,413,707.77	7.38%	57,355,700.77	2.00%	58,502,815.77
3. Employee Benefits	3000-3999	75,216,963.04	3.03%	77,495,874.00	1.31%	78,511,409.00
4. Books and Supplies	4000-4999	13,938,387.19	-28.92%	9,906,732.23	0.60%	9,966,230.23
5. Services and Other Operating Expenditures	5000-5999	33,956,213.12	-3.81%	32,661,729.00	2.31%	33,415,610.00
6. Capital Outlay	6000-6999	648,800.00	25.12%	811,756.00	-36.96%	511,756.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,319,955.88	0.00%	10,319,955.00	0.00%	10,319,955.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(650,123.00)	0.00%	(650,123.00)	0.00%	(650,123.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(20,000,000.00)		(21,700,000.00)
11. Total (Sum lines B1 thru B10)		365,187,304.00	-1.37%	360,183,453.00	1.07%	364,044,010.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(8,687,895.49)		(3,106,549.01)		82,456.68
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		19,348,709.00		10,660,813.51		7,554,264.50
2. Ending Fund Balance (Sum lines C and D1)		10,660,813.51		7,554,264.50		7,636,721.18
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	119,966.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	180,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,296,000.00		7,229,264.50		7,311,721.18
2. Unassigned/Unappropriated	9790	2,739,846.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3eF must agree with line D2)		10,660,812.00		7,554,264.50		7,636,721.18

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2013-14 Projection (C)	% Change (Cols. E-C/C) (D)	2014-15 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,296,000.00		7,229,264.50		7,311,721.18
c. Unassigned/Unappropriated	9790	2,739,846.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)		10,035,846.00		7,229,264.50		7,311,721.18
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		2.75%		2.01%		2.01%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Column A: Form AI, Estimated P-2 ADA column, lines 1-4 and 22; enter projections)		48,431.56		48,336.26		48,149.35
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		365,187,304.00		360,183,453.00		364,044,010.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		365,187,304.00		360,183,453.00		364,044,010.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		7,303,746.08		7,203,669.06		7,280,880.20
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		7,303,746.08		7,203,669.06		7,280,880.20
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

End of Year Projection
2012-13 INTERIM REPORT
Cashflow Worksheet - Budget Year (1)

Capistrano Unified
Orange County

	Object	Beginning Balances (Ref Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name)										
A. BEGINNING CASH	March		13,867,426.00	81,224,348.00	68,084,326.00	56,616,154.00	34,744,639.00	41,792,897.00	125,866,446.00	70,243,896.00
B. RECEIPTS										
Revenue Limit Sources	8010-8019		0.00	(56,897.00)	(310,545.00)	(136,861.00)	(253,268.00)	(458,496.00)	(253,268.00)	(1,595,448.00)
Principal Apportionment	8020-8079		9,789,509.00	27,942.00	5,843,896.00	96,470.00	32,480,343.00	86,816,491.00	10,031,022.00	738,269.00
Property Taxes	8080-8099		(780,260.00)	(1,741,375.00)	(994,752.00)	(1,042,290.00)	(1,080,216.00)	(1,045,138.00)	(1,078,218.00)	(937,942.00)
Miscellaneous Funds	8100-8299		0.00	37,992.00	562,551.00	127,874.00	41,510.00	2,781,368.00	1,351,013.00	48,945.00
Federal Revenue	8300-8599		53,774.00	1,699,380.00	6,548,114.00	7,271,482.00	6,050,238.00	6,500,851.00	5,868,851.00	6,150,433.00
Other State Revenue	8600-8799		1,450,580.00	63,527.00	1,032,809.00	939,003.00	550,967.00	332,636.00	388,343.00	628,616.00
Other Local Revenue	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8930-8979		4,207.00	28,741.00	140,194.00	149,814.00	158,873.00	38,553.00	(398,001.00)	160,286.00
All Other Financing Sources			10,511,810.00	59,310.00	12,822,267.00	7,405,492.00	37,948,447.00	94,965,811.00	15,909,742.00	5,193,159.00
TOTAL RECEIPTS										
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		645,642.00	2,015,087.00	16,563,851.00	17,002,189.00	17,277,780.00	119.00	34,138,884.00	17,701,742.00
Classified Salaries	2000-2999		27,638.00	2,397,615.00	3,056,169.00	3,813,183.00	4,855,602.00	5,113,818.00	4,786,479.00	4,171,615.00
Employee Benefits	3000-3999		2,524,550.00	826,014.00	5,527,517.00	6,978,194.00	7,097,316.00	2,285,587.00	11,980,145.00	6,951,100.00
Books and Supplies	4000-4999		240,356.00	554,514.00	934,591.00	662,939.00	479,674.00	713,291.00	576,849.00	642,578.00
Services	5000-5999		483,791.00	3,009,954.00	1,638,463.00	2,376,072.00	2,786,402.00	1,310,730.00	1,923,196.00	2,108,923.00
Capital Outlay	6000-6599		0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,343.00
Other Outgo	7000-7499		1,058,486.00	(952,508.00)	991,164.00	692,869.00	867,967.00	713,721.00	556,305.00	1,025,404.00
Interfund Transfers Out	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			4,980,463.00	7,850,676.00	28,711,753.00	31,525,446.00	33,364,741.00	10,117,266.00	53,961,858.00	32,628,105.00
D. BALANCE SHEET TRANSACTIONS										
Assets										
Cash Not In Treasury	9111-9199		(2,000.00)	0.00	0.00					
Accounts Receivable	9200-9299		31,654,497.00	14,454,745.00	5,664,659.00	2,181,263.00	1,879,290.00	56,726.00	(114,686.00)	(539,311.00)
Due From Other Funds	9310		(7,326,334.00)	(5,000,000.00)	0.00					
Stores	9320		88,136.00	(69,798.00)	6,900.00	31,817.00	9,608.00	22,192.00	(38,661.00)	30,241.00
Prepaid Expenditures	9330		1,094.00	0.00	0.00	0.00	0.00	0.00	(645.00)	0.00
Other Current Assets	9340		(7,146,292.00)	(5,887,247.00)	(167,311.00)	(7,010.00)	1,086.00	(1,409.00)	(1,474.00)	(2,389.00)
SUBTOTAL ASSETS			17,269,101.00	3,497,699.00	5,504,248.00	2,206,070.00	1,889,984.00	77,509.00	(155,466.00)	(511,459.00)
Liabilities										
Accounts Payable	9500-9599		18,520,119.00	4,390,035.00	1,082,932.00	(42,369.00)	(574,568.00)	1,085,700.00	(691,282.00)	(1,559,525.00)
Due To Other Funds	9610		2,880,132.00	0.00	0.00	0.00	0.00	(213,195.00)	18,106,250.00	0.00
Current Loans	9640		(66,069,680.00)	4,456,320.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenues	9650		112,955.00	0.00	0.00	0.00	0.00	852,505.00	17,414,968.00	(1,559,525.00)
SUBTOTAL LIABILITIES			(44,556,474.00)	8,846,355.00	1,082,932.00	(42,369.00)	(574,568.00)	852,505.00	17,414,968.00	(1,559,525.00)
Nonoperating										
Suspense Clearing	9910		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET TRANSACTIONS										
E. NET INCREASE/DECREASE (B - C + D)			61,825,575.00	(5,348,656.00)	4,421,316.00	2,248,439.00	2,484,552.00	(774,996.00)	(17,570,434.00)	1,048,066.00
F. ENDING CASH (A + E)			67,356,922.00	(13,140,022.00)	(11,468,172.00)	(21,871,515.00)	7,048,258.00	84,073,549.00	(55,622,550.00)	(26,386,880.00)
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS			81,224,348.00	68,084,326.00	56,616,154.00	34,744,639.00	41,792,897.00	125,866,446.00	70,243,896.00	43,857,016.00

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name)									
A. BEGINNING CASH	March	43,857,016.00	29,384,576.00	35,884,776.00	24,008,384.00				
B. RECEIPTS									
Revenue Limit Sources									
Principal Apportionment									
Property Taxes	8010-8019	(312,046.00)	(10,131.00)	0.00	24,778,884.00	1,042,988.00		22,434,912.00	26,937,054.00
Miscellaneous Funds	8020-8079	12,642,975.00	85,279,519.00	3,163,698.00	3,040,915.00	1.00		249,945,050.00	245,251,664.00
Federal Revenue	8080-8099	(2,139,191.00)	(1,077,723.00)	(1,013,198.00)	(1,442,481.00)	(394,357.00)		(14,767,141.00)	(14,838,441.00)
Other State Revenue	8100-8299	3,060,553.00	555,900.00	293,627.00	1,526,402.00	7,052,345.00		17,440,080.00	19,023,244.00
Other Local Revenue	8300-8599	3,555,671.00	5,643,224.00	1,652,121.00	2,243,676.00	17,456,117.00		70,693,478.00	69,036,576.00
Interfund Transfers In	8600-8799	205,559.00	157,179.00	582,883.00	250,171.00	69,600.00		6,651,873.00	6,358,823.00
All Other Financing Sources	8910-8929	0.00	0.00	0.00	2,111,058.00	0.00		2,111,058.00	2,711,057.00
TOTAL RECEIPTS	8930-8979	162,661.00	0.00	0.00	(122,381.00)	0.00		322,947.00	0.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	17,455,000.00	17,531,624.00	17,552,551.00	19,662,433.00	577,081.00		178,123,963.00	178,250,131.00
Classified Salaries	2000-2999	5,170,899.00	5,124,561.00	4,967,940.00	5,007,688.00	4,685,151.00		53,178,358.00	53,480,619.00
Employee Benefits	3000-3999	6,974,356.00	6,984,835.00	7,028,205.00	6,550,976.00	3,500,232.00		75,189,027.00	75,609,124.00
Books and Supplies	4000-4999	681,036.00	721,006.00	1,416,207.00	857,815.00	2,271,475.00		10,752,331.00	11,081,405.00
Services	5000-5999	2,026,483.00	1,392,325.00	2,607,869.00	2,765,905.00	3,740,892.00		28,170,395.00	28,057,827.00
Capital Outlay	6000-6599	198,245.00	0.00	32,614.00	0.00	452,185.00		710,387.00	556,996.00
Other Outgo	7000-7499	184,477.00	992,667.00	395,137.00	1,220,677.00	2,158,198.00		9,904,564.00	9,753,617.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		32,690,496.00	32,747,018.00	34,000,523.00	36,065,494.00	17,385,184.00	0.00	356,029,025.00	356,789,719.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not in Treasury	9111-9199							(2,000.00)	
Accounts Receivable	9200-9299	497,892.00	880,942.00	100,000.00	100,000.00			56,816,017.00	
Due From Other Funds	9310		3,000,000.00	2,000,000.00	8,000,000.00			673,666.00	
Stores	9320	29,809.00						110,243.00	
Prepaid Expenditures	9330	(1,000.00)	0.00	0.00	0.00			(551.00)	
Other Current Assets	9340	0.00						(13,212,046.00)	
SUBTOTAL ASSETS		526,701.00	3,880,942.00	2,100,000.00	8,100,000.00	0.00	0.00	44,385,329.00	
Liabilities									
Accounts Payable	9500-9599	(515,173.00)	(320,000.00)	(345,000.00)	680,000.00		228,702.00	21,919,571.00	
Due To Other Funds	9610							2,880,132.00	
Current Loans	9640	0.00	55,501,692.00	(15,000,000.00)				(3,218,613.00)	
Deferred Revenues	9650	0.00	0.00	0.00	0.00			112,955.00	
SUBTOTAL LIABILITIES		(515,173.00)	55,181,692.00	(15,345,000.00)	680,000.00	0.00	228,702.00	21,694,045.00	
Nonoperating									
Suspense Clearing	9910	0.00	0.00	0.00	0.00			0.00	
TOTAL BALANCE SHEET									
TRANSACTIONS		1,041,874.00	(51,300,750.00)	17,445,000.00	7,420,000.00	0.00	(228,702.00)	22,691,284.00	
E. NET INCREASE/DECREASE		(14,472,440.00)	6,500,200.00	(11,876,392.00)	3,740,750.00	7,841,510.00	(228,702.00)	21,494,516.00	(2,309,742.00)
(B - C + D)		29,384,576.00	35,884,776.00	24,008,384.00	27,749,134.00				
F. ENDING CASH (A + E)									
G. ENDING CASH, PLUS CASH									
ACCUALS AND ADJUSTMENTS								35,361,942.00	

	Object	Beginning Balances (Ref Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name)										
A. BEGINNING CASH			27,749,134.00	930,472.00	47,544,496.00	40,139,601.00	14,984,888.00	22,165,860.00	54,134,141.00	20,381,913.00
B. RECEIPTS										
Revenue Limit Sources			0.00	(56,887.00)	5,189,455.00	0.00	0.00	5,500,000.00	0.00	212,380.00
Principal Apportionment	8010-8019		9,783,509.00	27,942.00	5,843,896.00	96,470.00	32,480,343.00	86,816,491.00	10,031,022.00	738,269.00
Property Taxes	8020-8079		(803,728.00)	(1,796,429.00)	(1,028,100.00)	(1,077,550.00)	(1,117,123.00)	(1,081,115.00)	(1,115,224.00)	(970,593.00)
Miscellaneous Funds	8080-8099		0.00	31,544.00	395,640.00	110,794.00	38,106.00	2,455,715.00	1,164,027.00	44,761.00
Federal Revenue	8100-8299		928,584.00	1,557,187.00	7,014,861.00	4,890,489.00	6,924,648.00	4,154,040.00	9,349,324.00	4,689,440.00
Other State Revenue	8300-8599		1,388,593.00	72,252.00	1,013,514.00	920,884.00	538,281.00	319,129.00	384,799.00	611,940.00
Other Local Revenue	8600-8799		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979		11,296,958.00	(164,401.00)	18,429,266.00	4,941,087.00	38,864,225.00	98,184,260.00	19,813,948.00	5,336,195.00
TOTAL RECEIPTS										
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		663,669.00	2,140,950.00	16,828,405.00	17,270,923.00	17,547,778.00	(560.00)	34,877,442.00	17,977,503.00
Classified Salaries	2000-2999		29,763.00	2,341,668.00	3,012,503.00	3,808,142.00	4,873,510.00	5,147,438.00	4,801,344.00	4,150,648.00
Employee Benefits	3000-3999		2,518,694.00	845,459.00	5,364,685.00	6,906,222.00	7,036,234.00	2,415,157.00	11,704,377.00	8,901,137.00
Books and Supplies	4000-4999		196,773.00	541,186.00	915,052.00	633,641.00	436,159.00	666,818.00	536,823.00	568,227.00
Services	5000-5999		500,390.00	3,093,506.00	1,685,355.00	2,440,716.00	2,852,806.00	1,307,245.00	1,932,325.00	2,139,148.00
Capital Outlay	6000-6599		0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,909.00
Other Outgo	7000-7499		1,058,486.00	(952,508.00)	991,164.00	692,869.00	867,967.00	713,721.00	556,305.00	1,025,404.00
Interfund Transfers Out	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			4,987,975.00	6,010,261.00	28,797,164.00	31,752,513.00	33,614,454.00	10,249,819.00	54,208,616.00	32,796,976.00
D. BALANCE SHEET TRANSACTIONS										
Assets										
Cash Not In Treasury	9111-9199		(2,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299		9,696,253.00	9,129,958.00	4,096,323.00	1,577,349.00	1,358,984.00	41,020.00	(82,934.00)	(389,996.00)
Due From Other Funds	9310		(7,326,334.00)	(5,000,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
Stores	9320		88,136.00	(69,789.00)	6,900.00	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9330		1,094.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets	9340		(271,292.00)	(49,053.00)	(187,311.00)	0.00	0.00	0.00	0.00	0.00
SUBTOTAL ASSETS		0.00	2,185,857.00	4,011,106.00	3,935,912.00	1,577,349.00	1,358,984.00	41,020.00	(82,934.00)	(389,996.00)
Liabilities										
Accounts Payable	9500-9599		17,320,415.00	4,222,420.00	972,909.00	(79,364.00)	(572,217.00)	987,180.00	(725,374.00)	(1,481,555.00)
Due To Other Funds	9610		2,880,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Loans	9640		15,000,000.00	(55,000,000.00)	0.00	0.00	0.00	55,000,000.00	0.00	0.00
Deferred Revenues	9650		112,955.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL LIABILITIES		0.00	35,313,502.00	(50,777,580.00)	972,909.00	(79,364.00)	(572,217.00)	55,987,180.00	(725,374.00)	(1,481,555.00)
Nonoperating										
Suspense Clearing	9910									
TOTAL BALANCE SHEET TRANSACTIONS		0.00	(33,127,645.00)	54,788,686.00	2,963,003.00	1,656,713.00	1,931,201.00	(55,946,160.00)	642,440.00	1,091,559.00
E. NET INCREASE/DECREASE (B - C + D)			(26,818,662.00)	46,614,024.00	(7,404,895.00)	(25,154,713.00)	7,180,972.00	31,968,281.00	(33,752,228.00)	(26,369,222.00)
F. ENDING CASH (A + E)			930,472.00	47,544,496.00	40,139,601.00	14,984,888.00	22,165,860.00	54,134,141.00	20,381,913.00	(5,987,309.00)
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name)									
A. BEGINNING CASH									
B. RECEIPTS									
Revenue Limit Sources									
Principal Apportionment	8010-8019	5,521,562.00	1,203,867.00	403,197.00	5,500,000.00	1,557,286.00	0.00	25,030,850.00	29,942,498.00
Property Taxes	8020-8079	12,642,975.00	85,279,519.00	3,163,698.00	3,040,915.00	0.00		249,945,049.00	245,251,664.00
Miscellaneous Funds	8080-8099	(2,208,160.00)	(1,113,049.00)	(1,046,857.00)	(1,490,511.00)	0.00		(14,838,441.00)	(14,838,441.00)
Federal Revenue	8100-8299	2,620,255.00	526,062.00	266,528.00	1,141,142.00	7,489,217.00		16,283,791.00	16,287,123.00
Other State Revenue	8300-8599	1,368,897.00	7,778,841.00	2,174,182.00	2,399,481.00	17,487,232.00		70,727,206.00	70,985,213.00
Other Local Revenue	8600-8799	215,122.00	155,401.00	570,774.00	228,090.00	51,539.00		6,470,288.00	6,433,625.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	2,111,057.00	0.00		2,111,057.00	2,111,057.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL RECEIPTS		20,160,651.00	93,830,641.00	5,531,522.00	12,940,174.00	26,685,274.00	0.00	355,729,800.00	356,772,739.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	17,743,093.00	17,809,318.00	17,825,044.00	19,957,718.00	604,199.00		181,065,492.00	181,487,162.00
Classified Salaries	2000-2999	5,193,456.00	5,147,273.00	4,973,936.00	5,025,540.00	4,802,509.00		53,112,130.00	53,368,948.00
Employee Benefits	3000-3999	6,940,218.00	6,913,253.00	6,960,275.00	6,700,944.00	3,302,572.00		74,509,427.00	74,386,512.00
Books and Supplies	4000-4999	622,711.00	569,991.00	1,233,589.00	633,202.00	1,657,802.00		9,211,774.00	9,215,334.00
Services	5000-5999	2,041,033.00	1,303,641.00	2,648,095.00	2,693,025.00	6,204,339.00		30,841,624.00	30,267,413.00
Capital Outlay	6000-6599	253,102.00	0.00	41,639.00	0.00	776,455.00		1,106,105.00	967,929.00
Other Outgo	7000-7499	184,477.00	992,667.00	395,137.00	1,220,647.00	2,099,575.00		9,845,911.00	9,863,617.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS		32,978,090.00	32,736,143.00	34,077,715.00	36,235,076.00	19,247,651.00	0.00	359,692,453.00	359,356,915.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00			(2,000.00)	
Accounts Receivable	9200-9299	360,044.00	637,042.00	72,314.00	72,314.00			26,568,671.00	
Due From Other Funds	9310	0.00	3,000,000.00	2,000,000.00	8,000,000.00			673,666.00	
Stores	9320	0.00	0.00	0.00	0.00			25,237.00	
Prepaid Expenditures	9330	0.00	0.00	0.00	0.00			1,094.00	
Other Current Assets	9340	0.00	0.00	0.00	0.00			(487,656.00)	
SUBTOTAL ASSETS		360,044.00	3,637,042.00	2,072,314.00	8,072,314.00	0.00	0.00	26,779,012.00	
Liabilities									
Accounts Payable	9500-9599	(514,169.00)	(327,368.00)	(350,526.00)	598,953.00			20,051,304.00	
Due To Other Funds	9610	0.00	0.00	0.00	0.00			2,880,132.00	
Current Loans	9640	0.00	0.00	0.00	0.00			15,000,000.00	
Deferred Revenues	9650	0.00	0.00	0.00	0.00			112,955.00	
SUBTOTAL LIABILITIES		(514,169.00)	(327,368.00)	(350,526.00)	598,953.00	0.00	0.00	38,044,391.00	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET TRANSACTIONS		874,213.00	3,964,410.00	2,422,840.00	7,473,361.00	0.00	0.00	(11,265,379.00)	
E. NET INCREASE/DECREASE									
(B - C + D)		(11,943,226.00)	65,058,908.00	(26,123,353.00)	(15,821,541.00)	7,337,823.00	0.00	(15,228,032.00)	(2,584,176.00)
F. ENDING CASH (A + E)									
		(17,930,535.00)	47,128,373.00	21,005,020.00	5,183,479.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									
								12,521,102.00	

**"Empowering
Students for
Success"**



Capistrano Unified School District

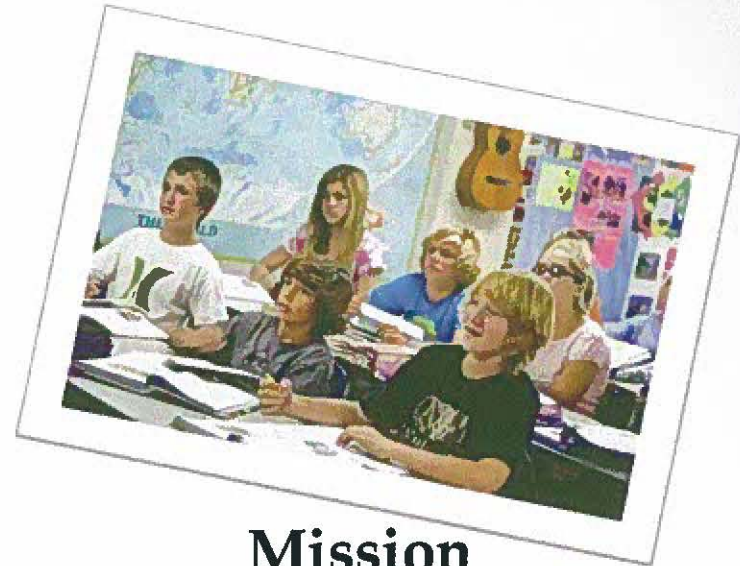
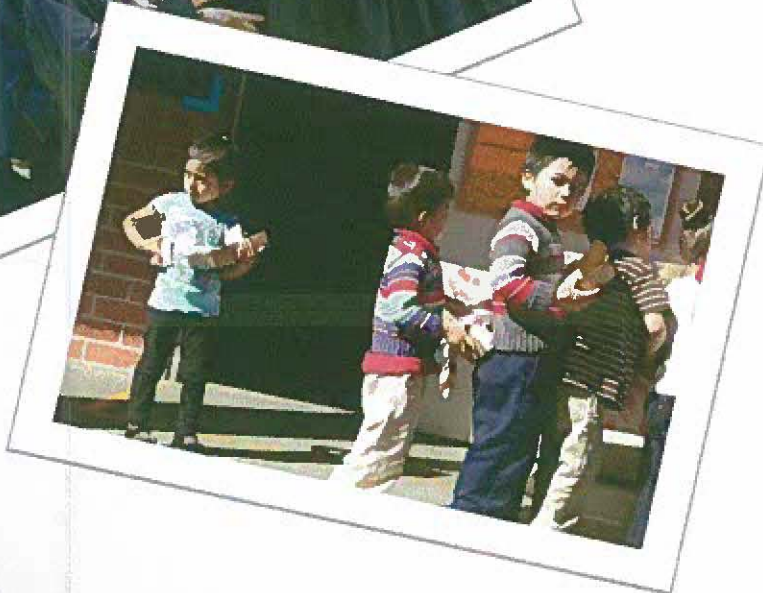
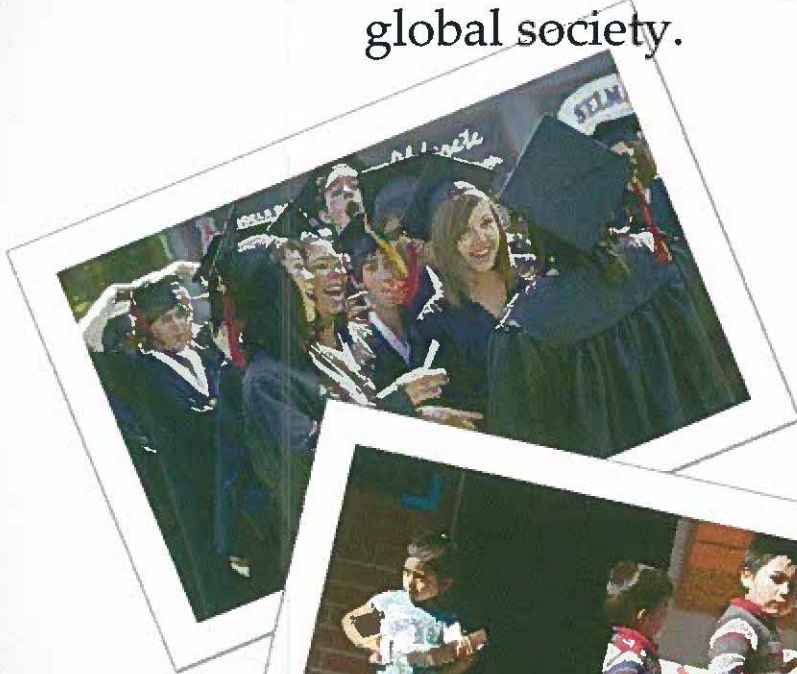
Third Interim Report and Governor's 2013-2014 Budget May Revise Update

May 22, 2013

Capistrano Unified School District

Vision

Educated, responsible, and confident citizens succeeding in a global society.



Mission

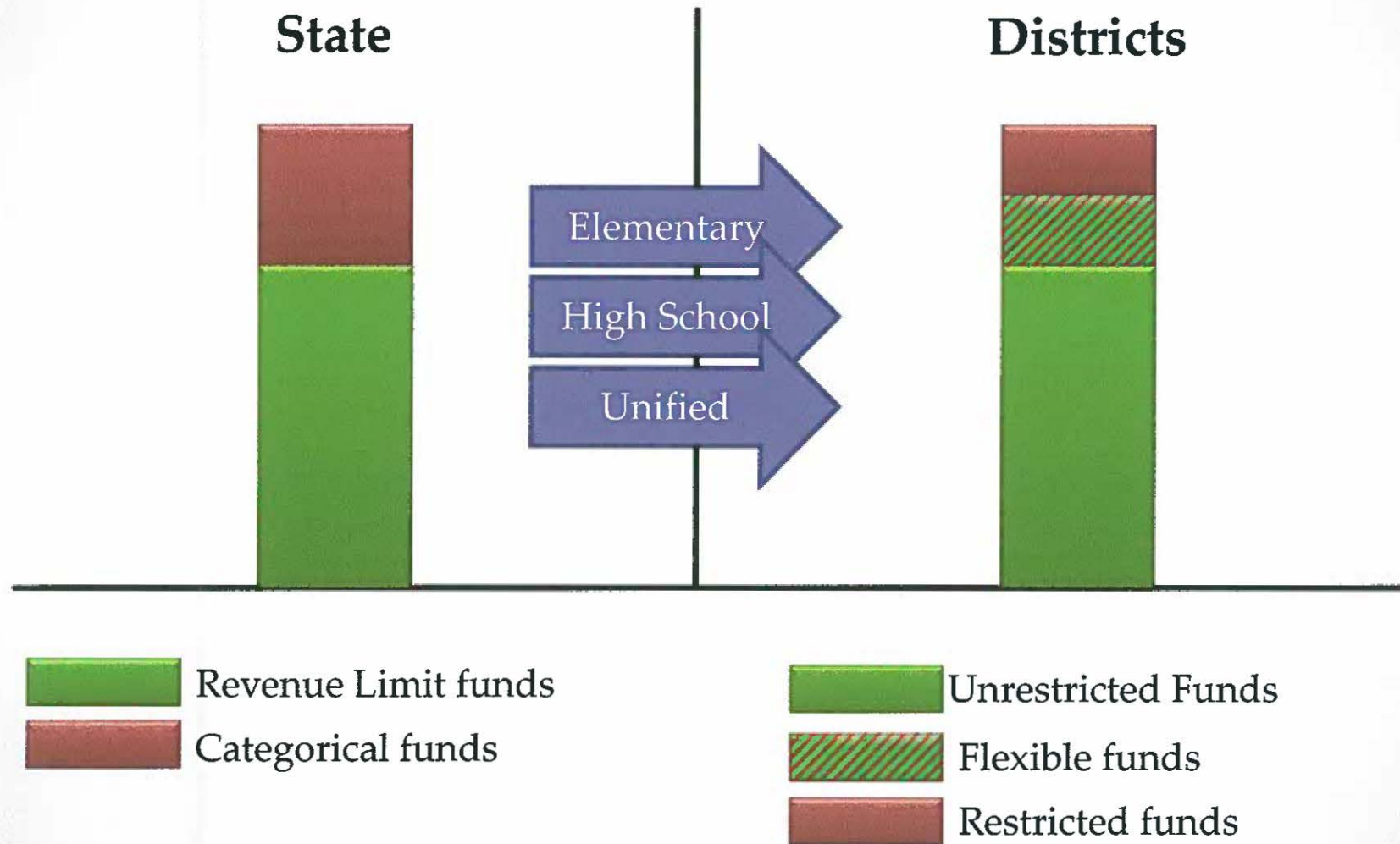
The Capistrano Unified School District, with support from our community, prepares students to achieve academic and personal success while becoming responsible citizens and lifelong learners.



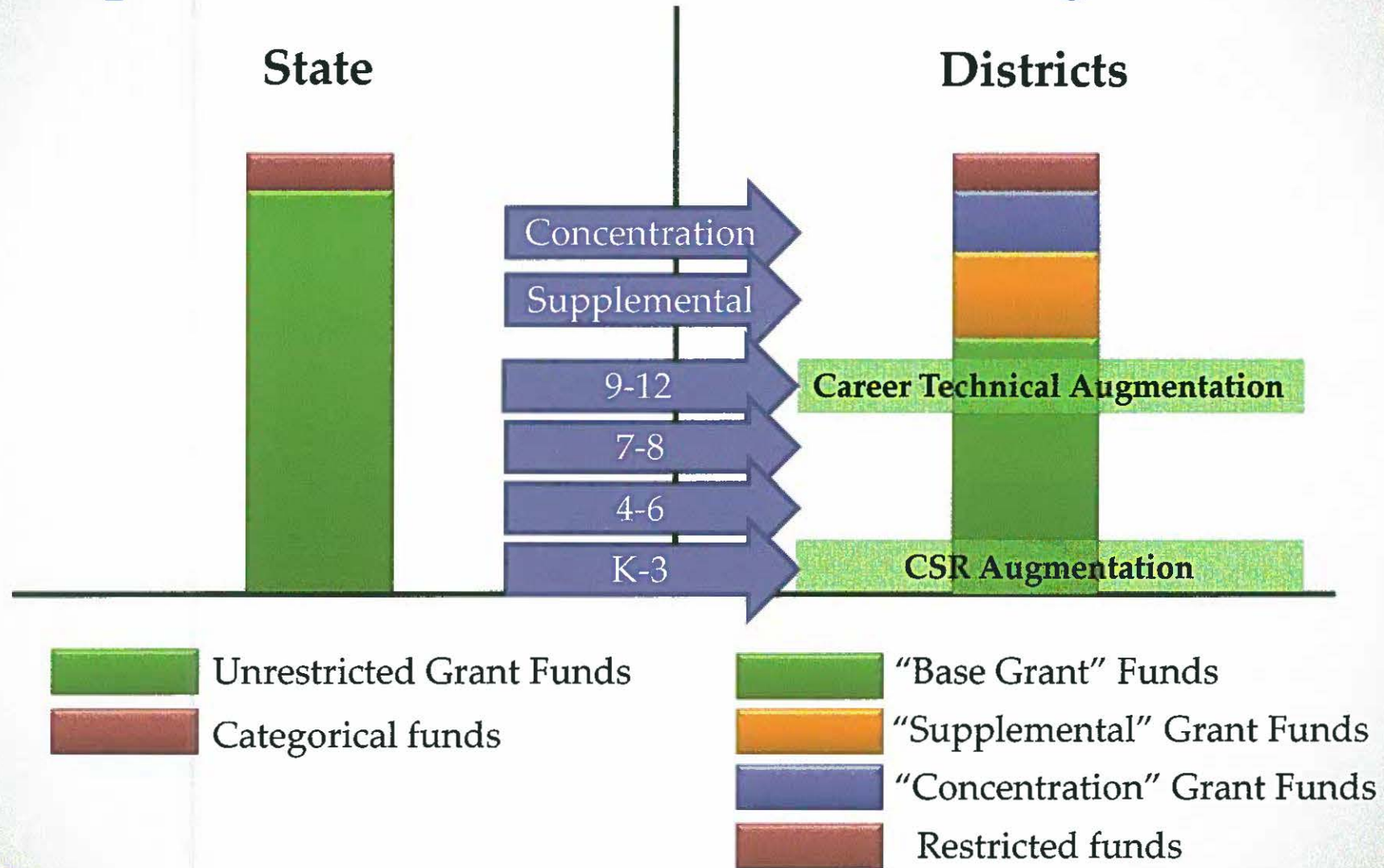
Governor's May Revised 2013-2014 Budget ...



Current "Revenue Limit" Funding Model



Proposed “Local Control Funding Model”

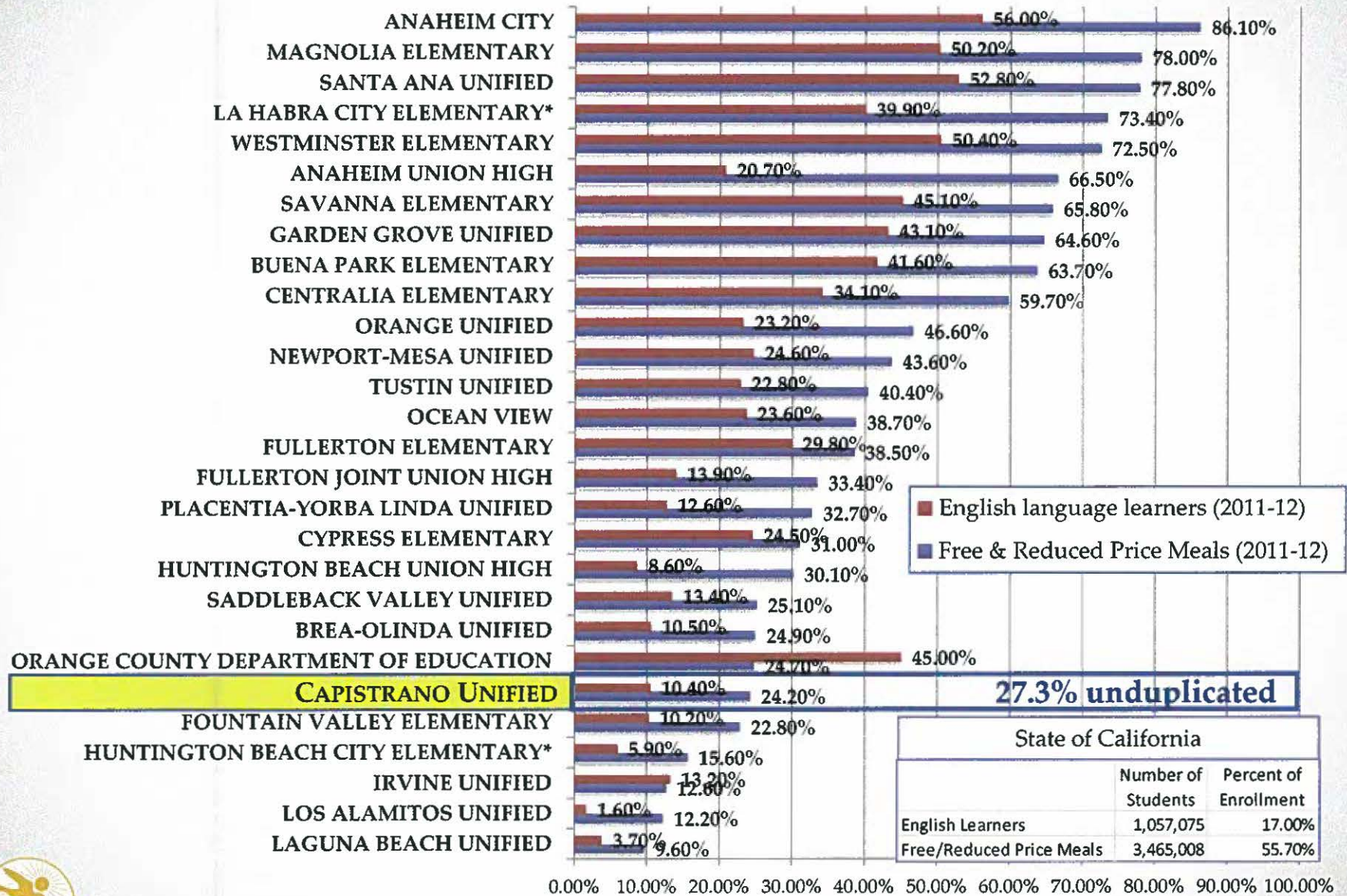


Governor's Proposed Local Control Funding Formula (LCFF) Summary

- **Base Grant** allocated by grade level to all districts equally
 - Plus augmentation funds allocated to grades K-3 for class size reduction and grades 9-12 for career technical education
- **Supplemental Grant** = 35% of Base Grant for each student qualifying for funds
- **Concentration Grant** = 35% of Base Grant for each student qualifying for funds
- There are currently insufficient details to allow a school district to determine its funding under implementation for LCFF for 2013-2014 or beyond.



Orange County Districts



Source: State Dept. of Education; Figures for La Habra and Huntington Beach elementary districts are from 2010-11; figures on the state site for 2011-12 were inaccurate.



Governor's May Revise

- 2013-2014 funded COLA remains at 1.565%
- Proposes eliminating the 22.272% deficit factor by 2019-2020 for schools in aggregate although LCFF eliminates revenue limits and therefore the deficit factor
 - Some districts will exceed restoration and some will fall short
- LCFF Implementation funds increased from \$1.6 to \$1.9 billion
- Prop 98 funds from increased state revenue calculated by state as \$2.9 billion for the current year paid over two years
 - \$1 billion for one time Common Core Standards implementation (restricted one-time funds) to be spent over two years with a public hearing on spending plan
 - \$1.9 billion for reducing cash deferrals in 2012-2013 (no new money)
- Governor lowers revenue projections for 2013-2014
- Base/Supplemental/Concentration Grants stay the same



Governor's May Revise

- Special Education Federal Sequestration Backfilled by State. Approximately \$700,000 for CUSD.
- English Learner (EL) and Free and Reduced-Price Meals (FRPM) Program student counts changed to three-year rolling average rather than single point in time.
- EL students receive supplemental / concentration grant funding for seven years rather than five
- Supplemental and concentration grants must go to schools proportionate to EL/FRPM population
- Adult Education and ROP will remain as is for two more years
- Prop 39 Energy Efficiency funded at \$50,000 or on a per ADA amount. Per ADA amount not detailed in the May Revise.

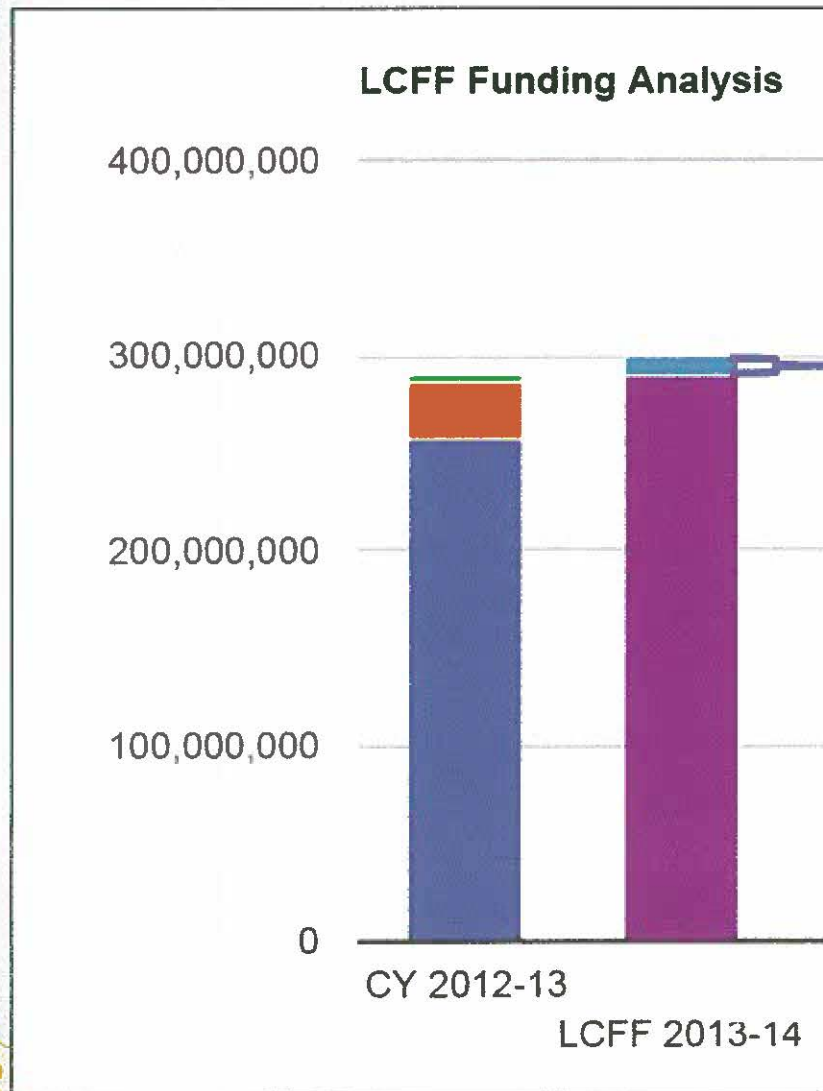


Local Control

- County Offices of Education must approve district's "Local Control Accountability Plan"
- County Offices of Education must audit district's EL/FRPM counts
- LCFF fund allocations will require yearly compliance and financial audits
- County Offices of Education has stay/rescind authority over the accountability plan under circumstances where achievement goals are not being met and FCMAT has been asked to review district
- Districts must meet new maintenance of effort (MOE) goals each year
 - 2012-2013 would establish a District's "base year" for level of expenditures for EL/FRPM students and require annual independent audits to ensure compliance



LCFF CUSD Estimates



COLA \$4.0 million
LCFF Growth \$5-7 million*

*** Districts are advised to include COLA in 2013-2014 projections but wait on LCFF until more definitive information is available**



Long Term Outlook

...

Full Implementation of Local Control Funding Formula



Local Control Funding Formula Phased In Over Seven Years

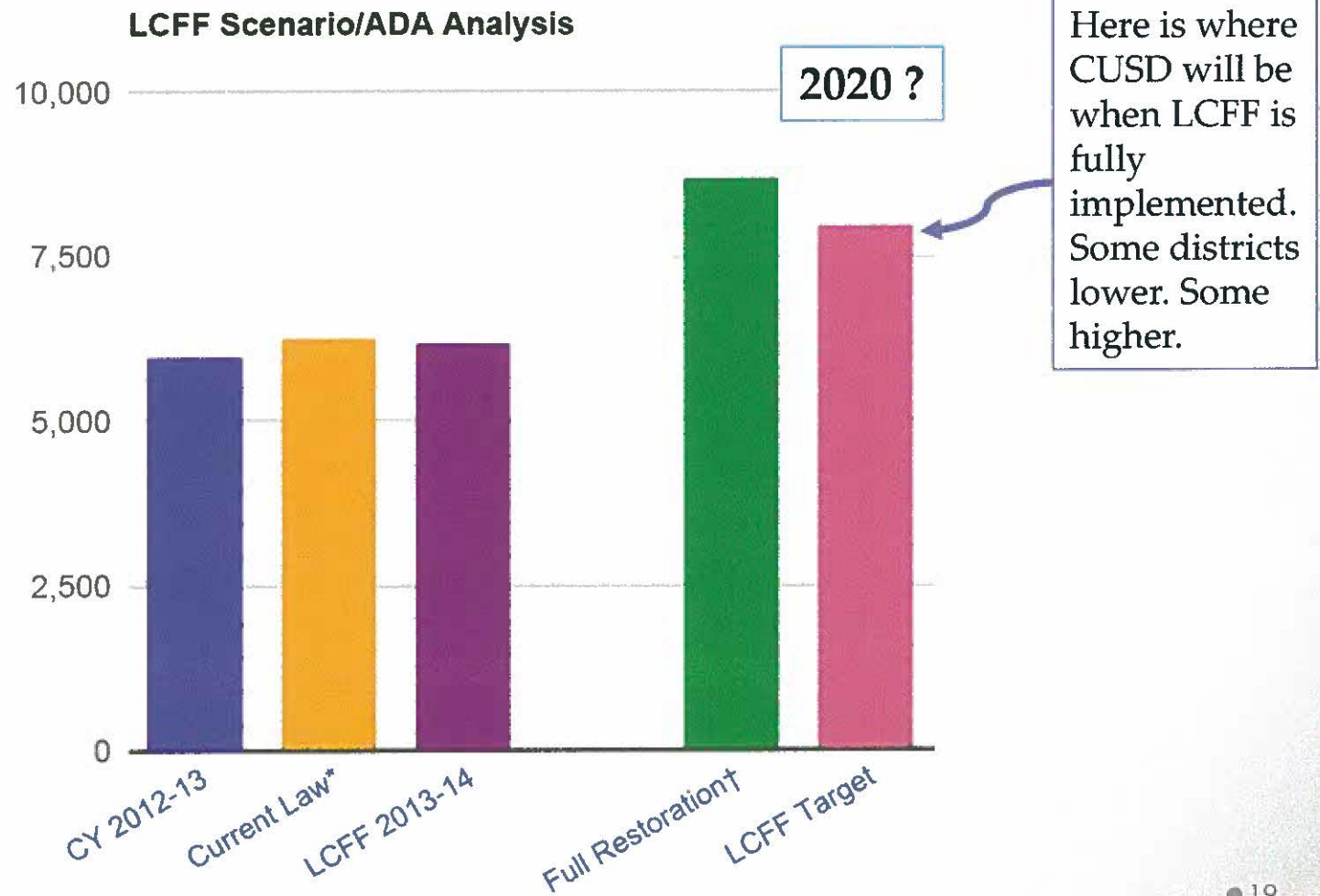
Includes state estimated COLAs

LCFF will phase in
based on new
dollars available to
full implementation
by 2020



*- about \$2,700 more per student based on estimated state ADA of 6 million students ● 18

Full Restoration in 2020 and “Hold Harmless”



2012-2013 3rd Interim Report ...



Budget Calendar

Budgeting for schools is a continuous, year-round process.

- Adopted Budget June 30, 2012
- 1st Interim December 15, 2012 (reporting data as of October)
- 2nd Second Interim March 15, 2013 (reporting data as of January)
- **3rd Interim* June 1, 2013** (reporting data as of April)

- Note: Pursuant to Education Code (EC) Section 42131(e), a Third Interim Report is required to be filed by June 1 if the Second Interim certification is not positive.



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.
 - **note:** Passage of Prop 30 prevented deficit factor increase to 28.814%
- Continued Use of State flexibility
- Staffing according to formula. Adjusted based on actual enrollment.
- Implementation of collective bargaining agreements in place.



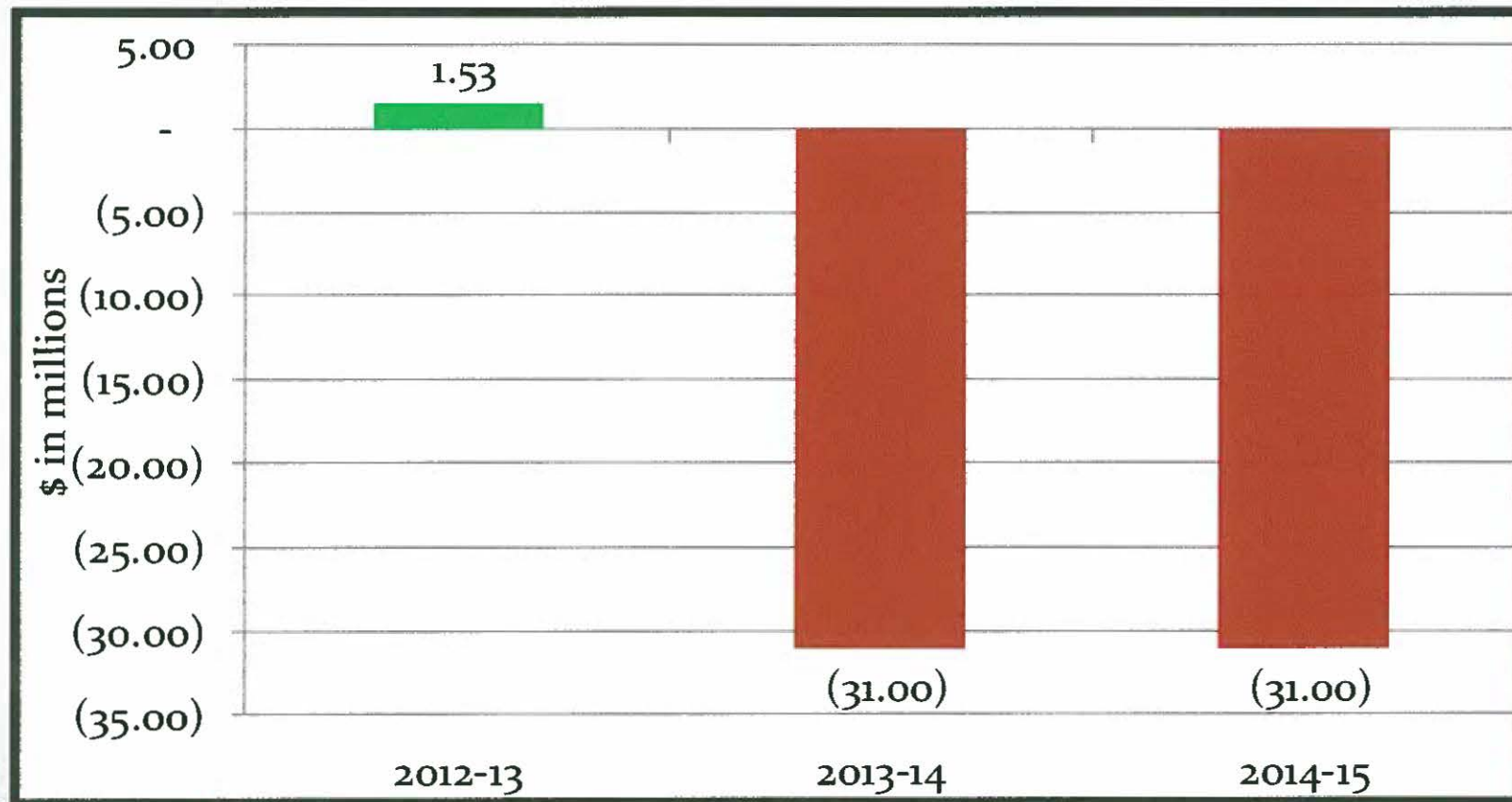
Major Assumptions

- **Forecast Years 2013-2014 and 2014-2015**

- ADA based on prior years due to declining enrollment.
- Projected funded COLAs:
 - 2013-2014 **+1.565% (revised since 1st Interim)**
 - 2014-2015 **+2.20% (revised since 1st Interim)**
- LCFF Growth funding not included because not yet finalized
- Use of State flexibility continued
- One time Federal funds exhausted
- Salary reductions are negotiated on a year-by-year basis, therefore future years reflect:
 - Return to 180 day school year
 - Changes to compensation per negotiated agreements
 - Step and Column increases based on negotiated agreements
 - Class size decrease based on negotiated agreement
- No other increases in salaries or benefits



2012-2013 1st Interim Multi-Year Projection

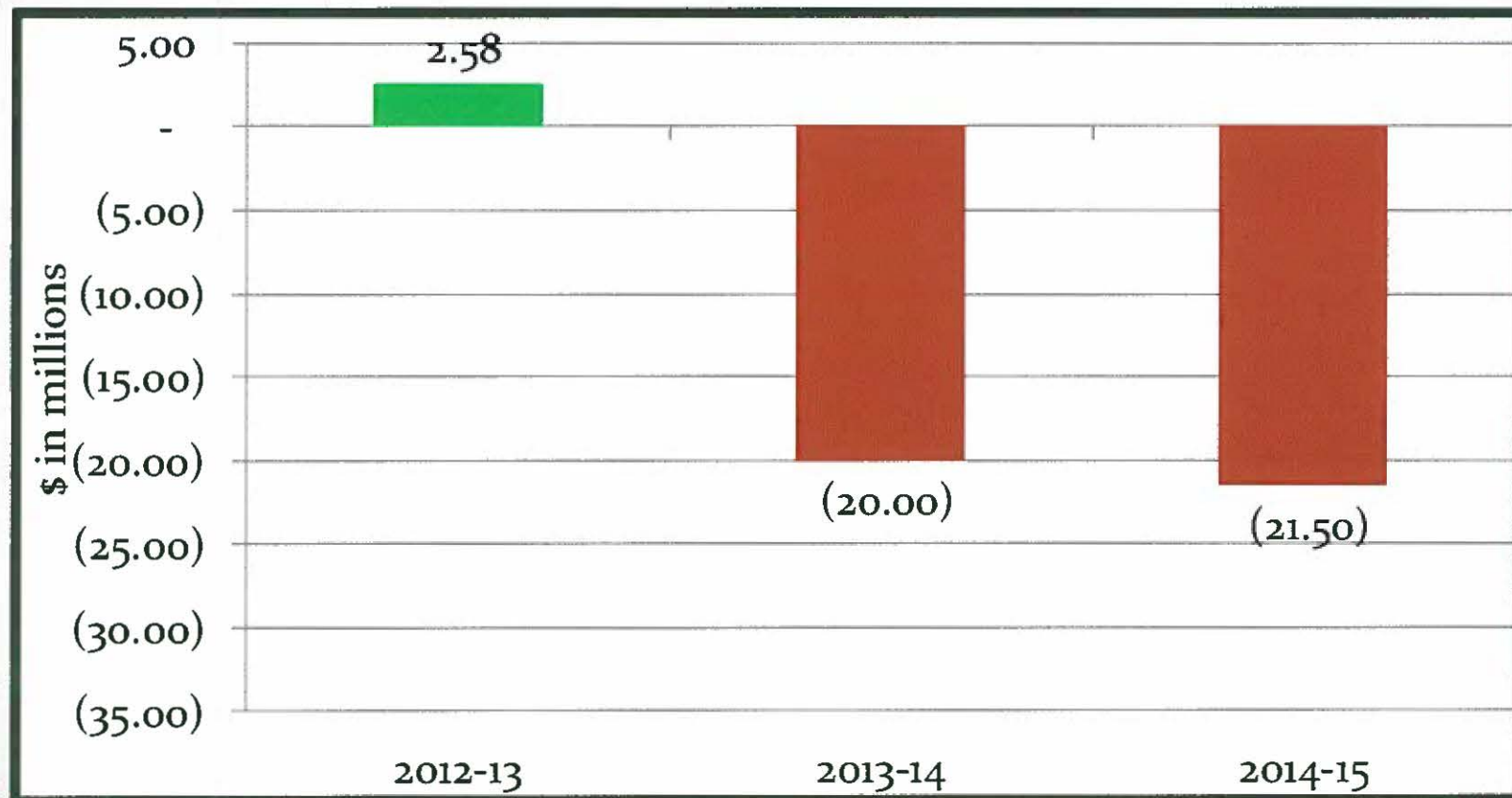


Note: 2014-2015 assumes cuts \$20 million reduction for 2013-2014.



Note: cumulative amounts.
Only ongoing reductions carry forward into future years

2012-2013 2nd Interim Multi-Year Projection

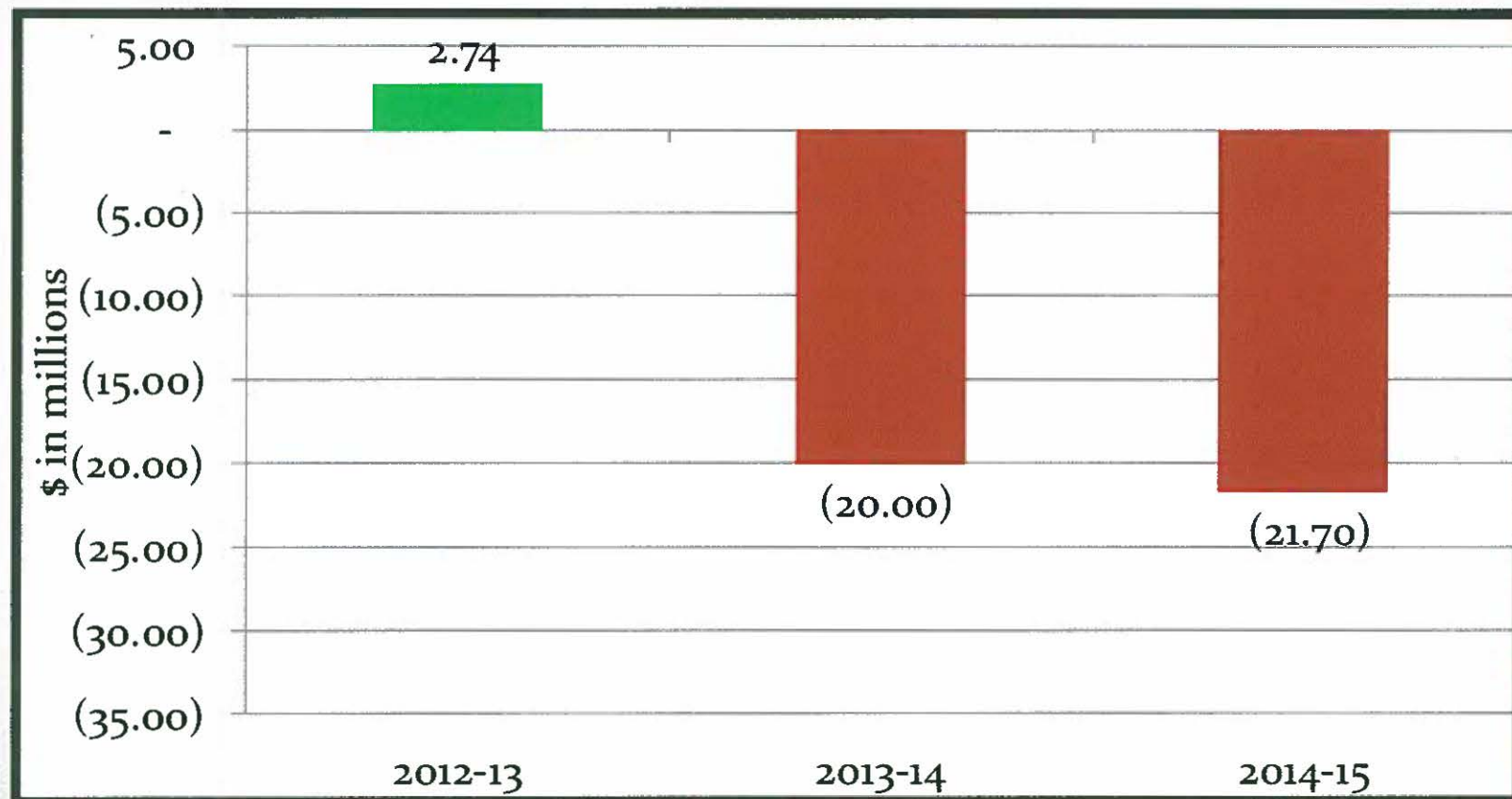


Note: 2014-2015 assumes cuts \$20 million reduction for 2013-2014



Note: cumulative amounts.
Only ongoing reductions carry forward into future years

2012-2013 3rd Interim Multi-Year Projection



Note: 2014-2015 assumes cuts \$20 million reduction for 2013-2014



Note: cumulative amounts.

Only ongoing reductions carry forward into future years

Third Interim Summary

Unrestricted Fund

Funded COLA → 0% 1.565% 2.20%

	2012-2013	2013-2014	2014-2015
Projected Revenue	\$295.32	\$298.54	\$304.50
Beginning Balance	16.64	10.54	7.55
Total Available Sources	311.96	309.08	312.06
Projected Expenditures	252.94	271.33	275.27
Contribution to Restricted Fund*	48.48	50.20	50.85
Required Reserves	7.80	7.55	7.64
Available Balance	\$2.74	(\$20.00)	(\$21.70)

Note: 2014-2015 assumes cuts \$20 million reduction for 2013-2014



Closing the 2013-2014 Shortfall

- Continue with Multi-pronged approach
- May Revised budget impact
- Current 2013-2014 Reduction Target \$20 Million



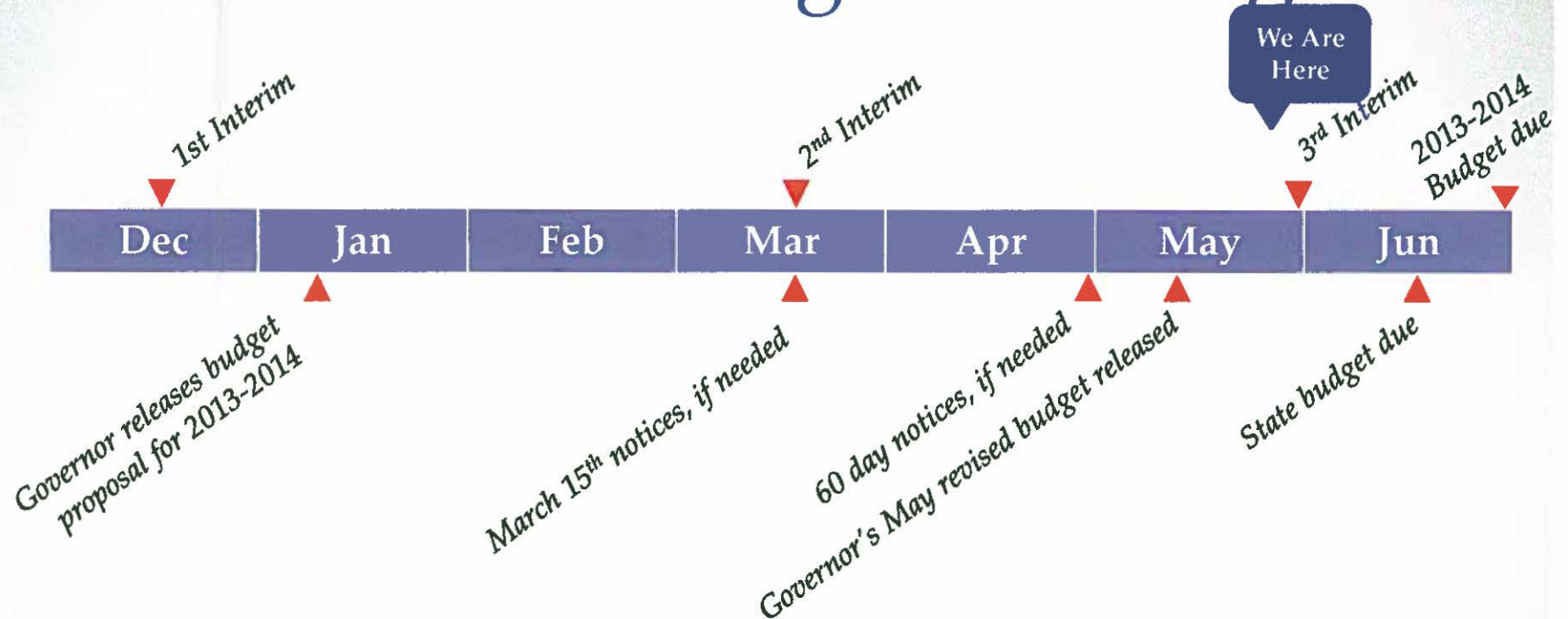
- FEMA reimbursement
- Amount above 2% in 2013-2014
- Reduce utility budget
- Reduce textbook budget
- Cut computer replacement and asset management budget
- Election costs savings
- Sequestration backfill

- Status quo negotiated reductions.



\$ in millions

2013-2014 Budget Planning



← *time to negotiate, evaluate, and plan* →

▲ = critical dates



Next Steps

- Negotiations
 - On going through June
- May Revision Incorporated into 2013-2014 Budget
 - Assume funded COLA (1.565%)
 - Wait and see on LCFF funding
- Budget Adoption
 - Approved budget due to Orange County Department of Education by June 30, 2013



Capistrano Unified School District



Financing Plans and Opportunities for the Community Facilities Districts



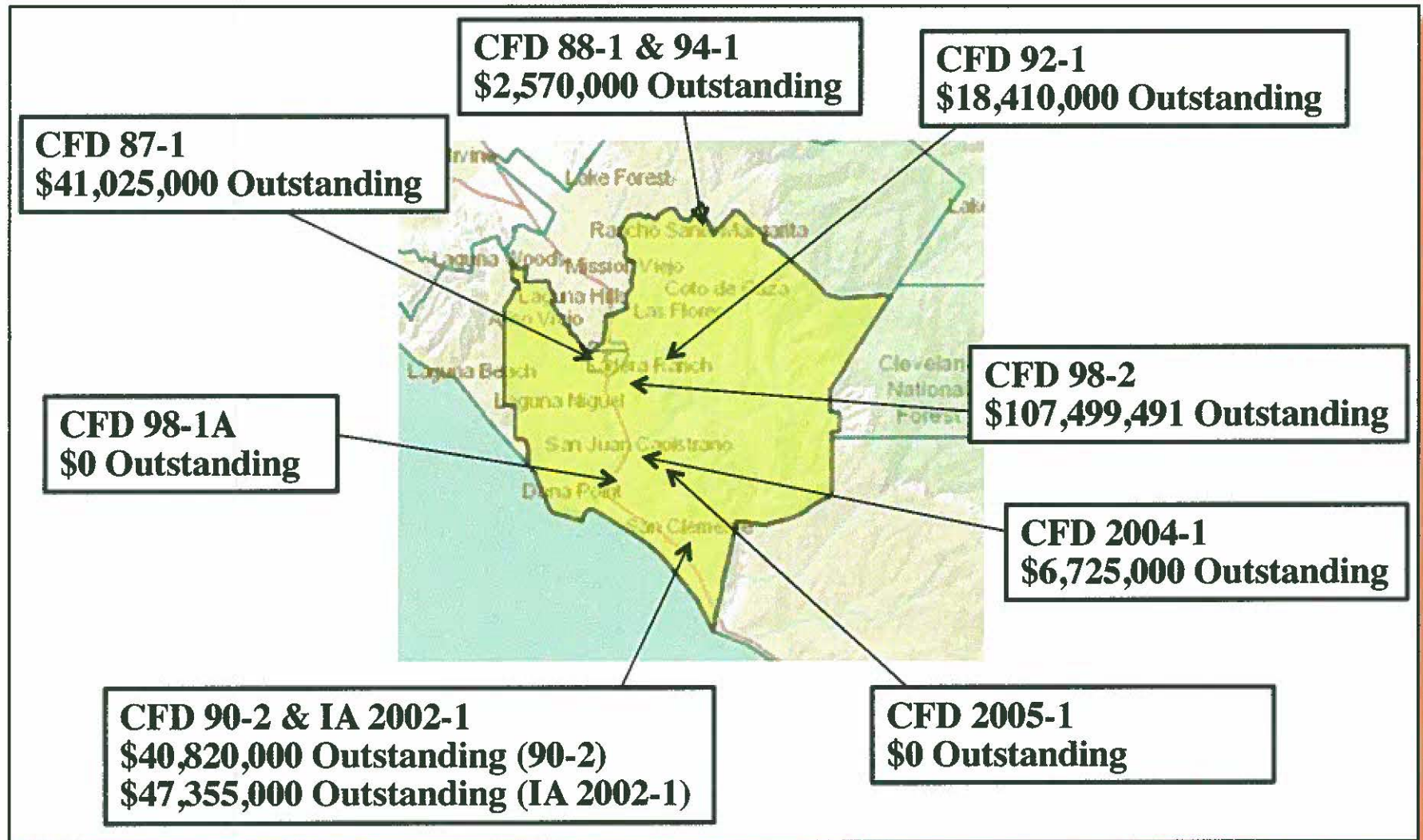
Presented by Lori Raineri
May 22, 2013

Tonight's Agenda

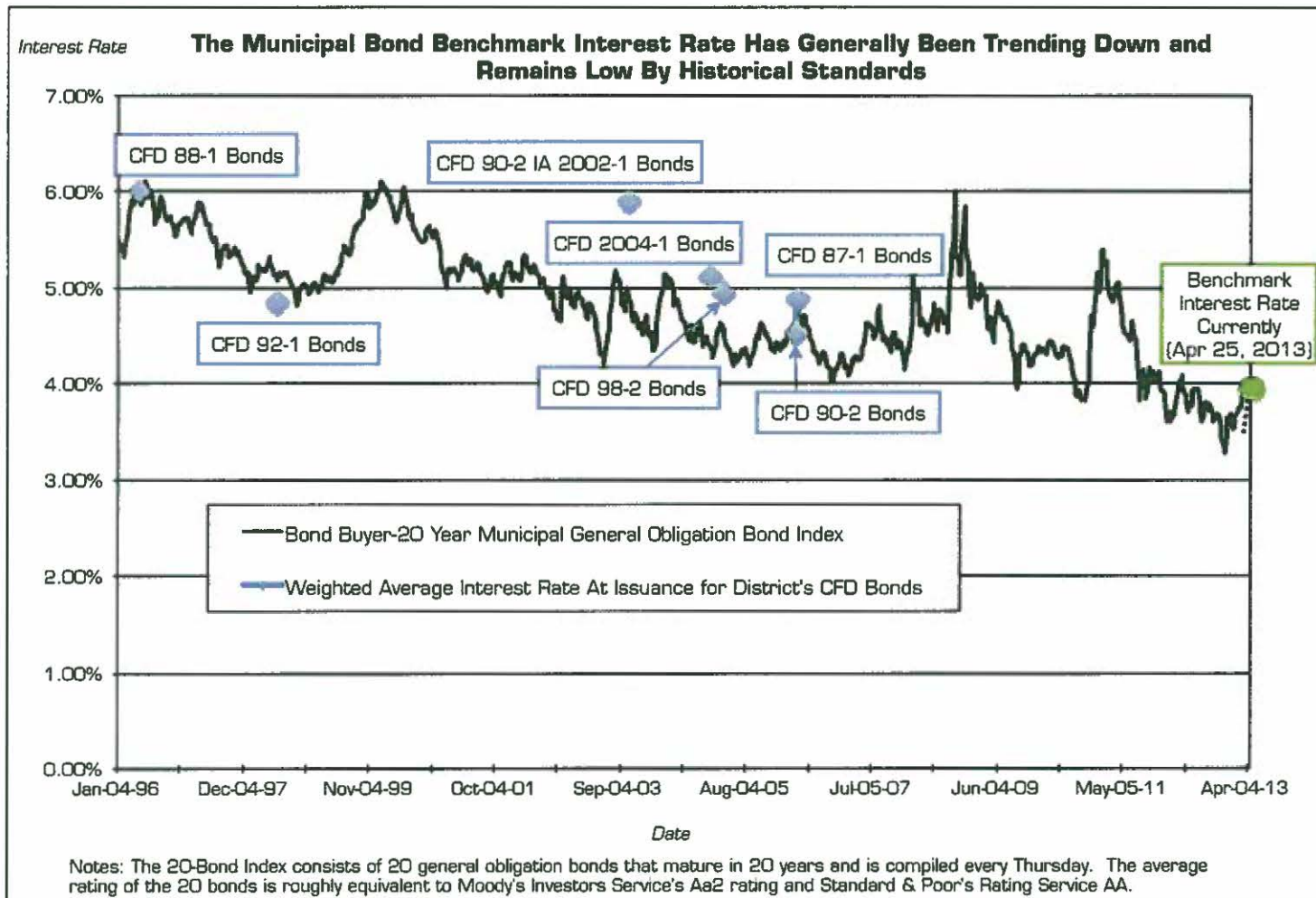
- **Overview of Community Facilities District Bonds**
- **Potential Refinancing Opportunities**
- **New Bond Issuance for CFD 2005-1 Whispering Hills**
- **Next Steps**



Overview of District's CFD Financings



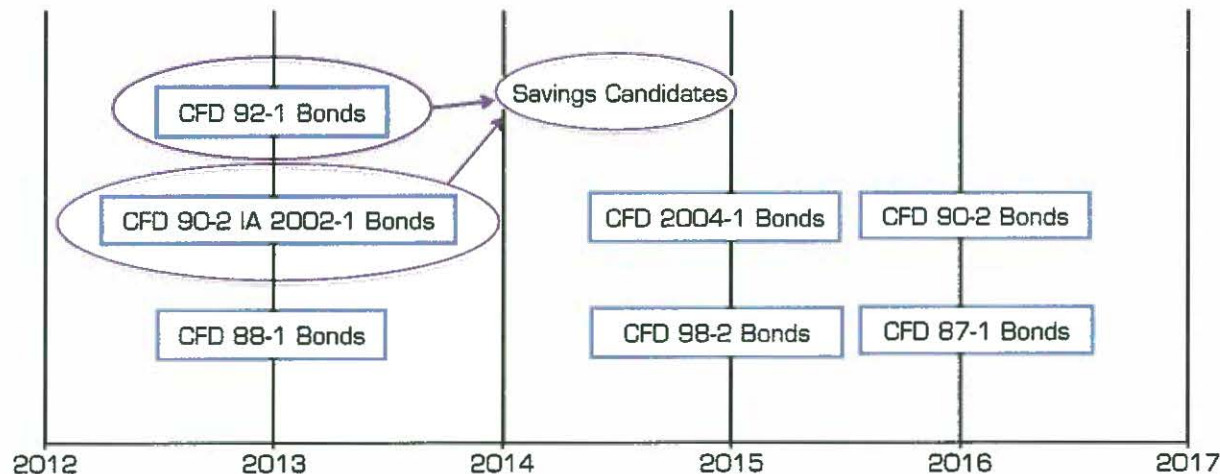
Interest Rates Near Historic Lows



Need to Consider More Than Interest Rates

- **Municipal bonds are typically sold with a “call date”: bonds maturing before the call date cannot be repaid early.**
 - **Funds invested in escrow account until call date.**
 - » **Earn less than 1% on invested funds.**
 - » **Pay more than 4% interest on debt.**
- “Negative Arbitrage”**

Three CFD Financings are Callable This Year: CFDs 88-1, 90-2 IA 2002-1, and 92-1



Notes: all call dates are in September except for CFD 87-1 which is March. All bonds have 0% call premium on the call dates. CFD 88-1 bonds not feasible for refinancing at this time on a standalone basis due to small size of bonds: \$2.6 million callable compared to \$46.7 million callable for CFD 90-2 IA 2002-1 and \$17.1 million for CFD 92-1. However, if economies of scale or decrease in interest rates produce savings, these bonds may be included for refinancing.

Refinancing Candidates

Community Facilities District 88-1																								
Series		Bond Structure	New Money Issuance	Refunding Issuance																				
1989		CIBs	\$12,500,000	\$0																				
1996		CIBs	\$678,513	\$12,076,487																				
			\$13,178,513	\$12,076,487																				

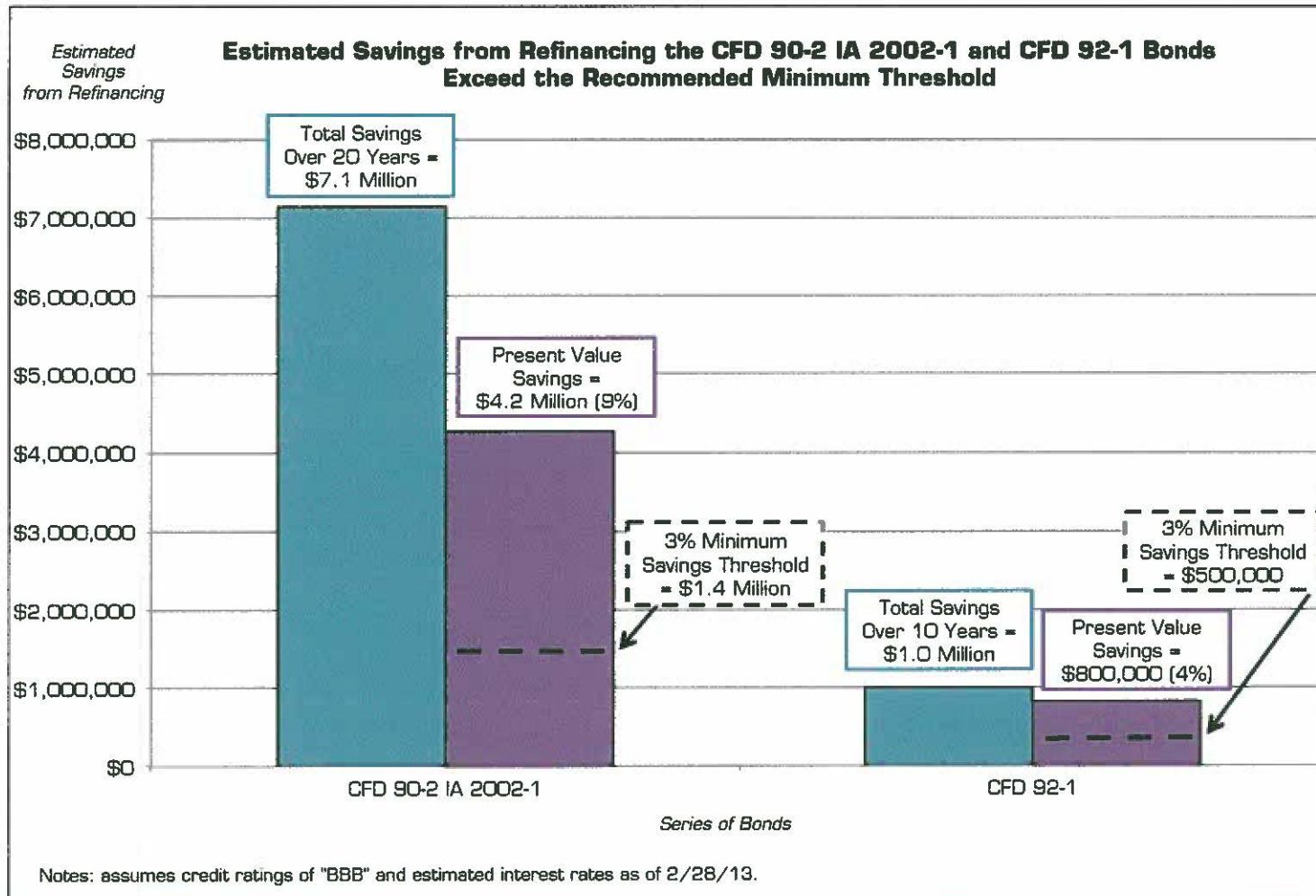
Community Facilities District 90-2 (Improvement Area No. 2002-1)																								
Series		Bond Structure	New Money Issuance	Refunding Issuance																				
2003		CIBs	\$43,605,000	\$0																				
		CIBs Esc	\$6,070,000	\$0																				
			\$49,675,000	\$0																				

Community Facilities District 92-1 (Las Flores)																								
Series		Bond Structure	New Money Issuance	Refunding Issuance																				
1993		CIBs	\$8,515,000	\$0																				
1997		CIBs	\$12,500,000	\$0																				
1998		CIBs	\$8,747,089	\$22,612,911																				
			\$29,762,089	\$22,612,911																				

Establishment of Minimum Savings

- Since interest rates could increase or the reception to the CFD credit could be lower than expected, we recommend a minimum present value savings threshold to complete the refinancing.
- Industry standard is a *minimum* present value savings threshold of 3% of the principal amount refinanced:
 - If the savings threshold cannot be achieved, the refinancing will be placed on hold.
- Almost all of the estimated costs of issuance would only be paid if and when the refinancing is completed.

Estimated Savings

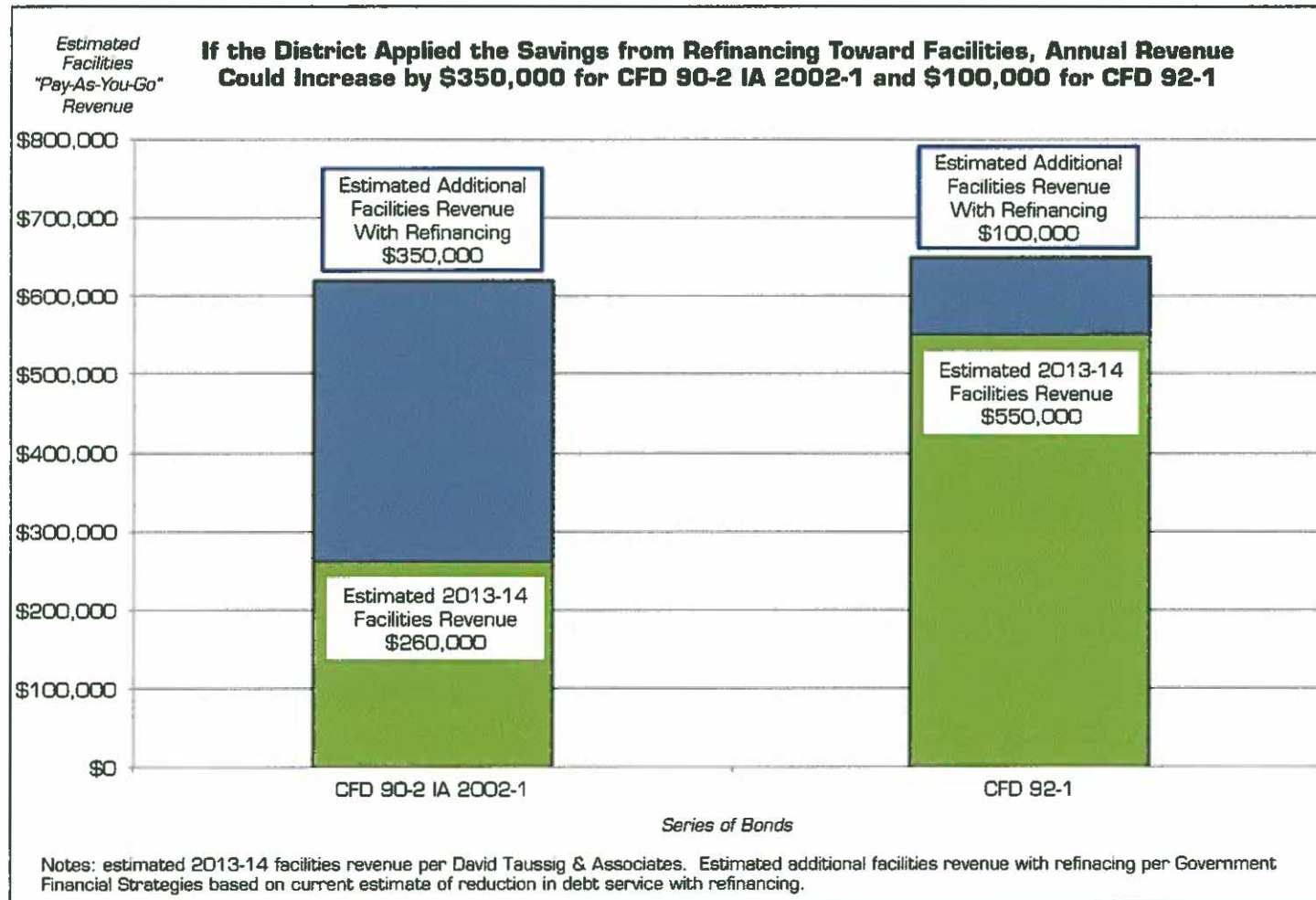


Options for How to Use Savings

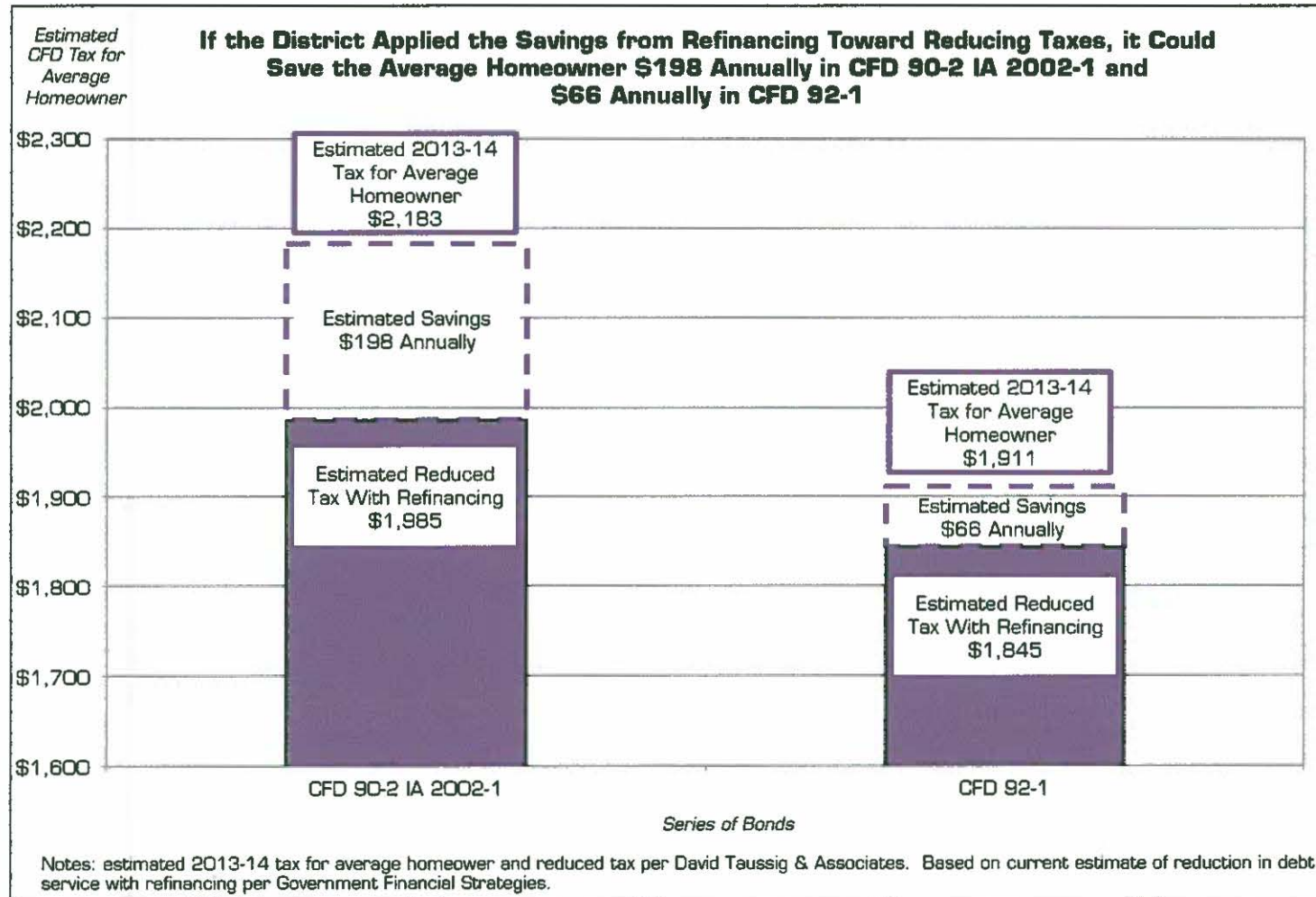
- **Option 1:** savings goes toward District's facilities "pay-as-you-go" revenue.
- **Option 2:** savings goes toward CFD taxpayers in the form of reduced tax levies.
- **Option 3:** some combination of the above.



Option 1: Savings Goes to Facilities



Option 2: Savings Goes to Taxpayers



Recommended Method of Sale

- Use a competitive bidding process to determine interest rates.
 - Recommended as a best practice by the Government Finance Officer's Association and California Debt and Investment Advisory Commission.
 - Academic research supports the value of this approach.
 - The District's experience supports this approach.

2012 Refunding Certificates of Participation COMPETITIVE BIDDING RESULTS			Approximate Difference in Present Value From Winning Bid
Bid #	Name of Bidder	True Interest Cost (TIC%)	
1	Hutchinson, Shockey, Erley & Co.	2.185096%	
2	Morgan Stanley & Co, LLC	2.561478%	\$474,304
3	E.J. De La Rosa & Co., Inc.	2.634971%	\$556,896
2012 General Obligation Refunding Bonds COMPETITIVE BIDDING RESULTS			Approximate Difference in Present Value From Winning Bid
Bid #	Name of Bidder	True Interest Cost (TIC%)	
1	Citigroup Global Markets Inc.	1.730645%	
2	Morgan Stanley & Co, LLC	2.155885%	\$815,716
3	J.P. Morgan Securities LLC	2.437183%	\$1,455,734
4	Hutchinson, Shockey, Erley & Co.	2.451535%	\$1,388,094

CFD 2005-1 “Whispering Hills”

- **Rancho San Juan Development**
- **272 acres**
- **South of San Juan Hills High**
- **140 SF homes planned**
- **15 custom lots planned**
- **64 permits issued for sales as of 4/2**
- **Plus 4 permits for model homes**
- **20+ homes have closed escrow**
- **\$30 million bonds authorized**
- **No bonds issued to date**



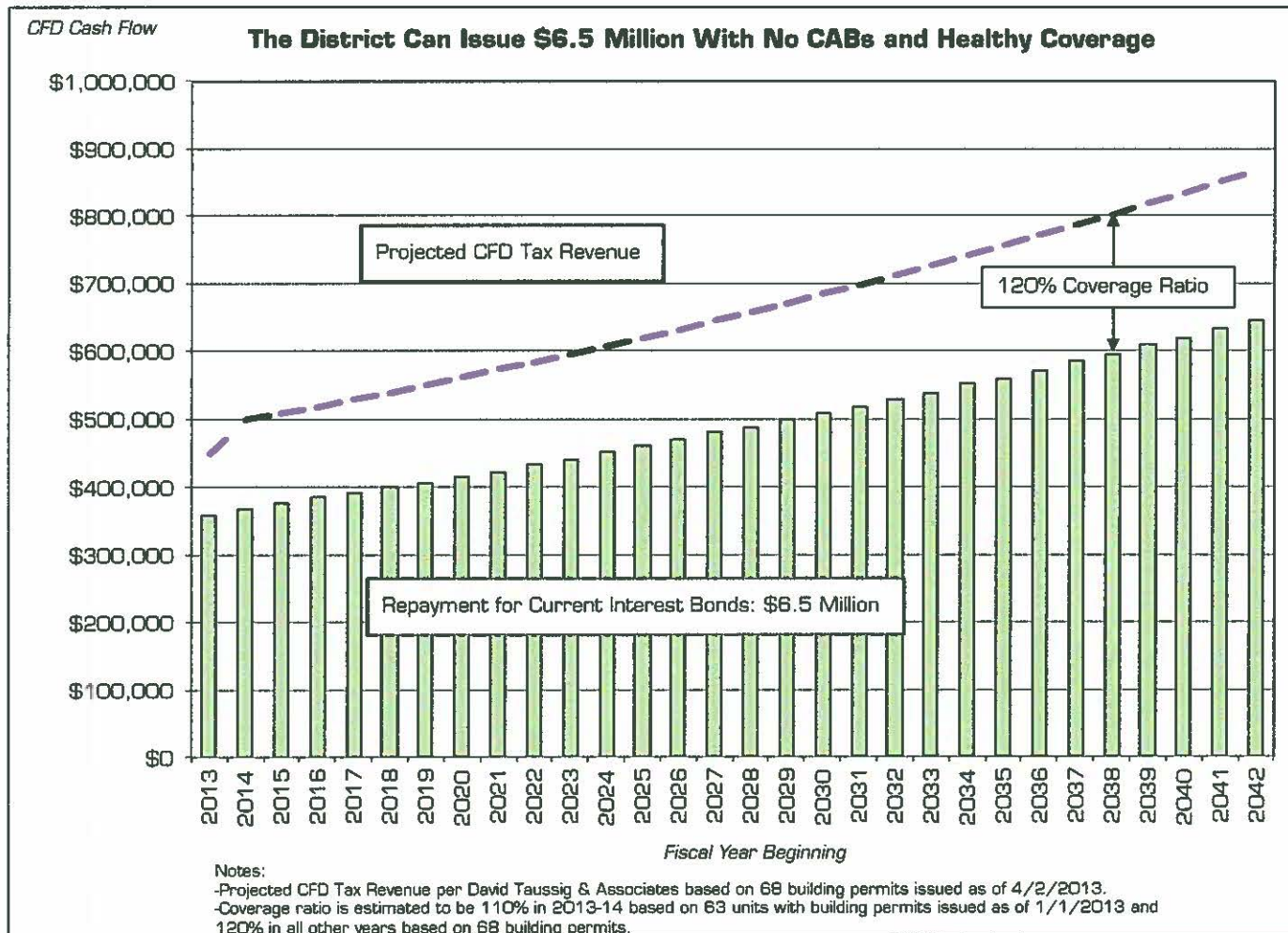
First Issuance of Bonds

- **Rancho San Juan Development has “triggered” the first issuance of bonds, subject to closing escrow on 70 homes.**
 - **First issuance of bonds to occur when developer has expectation that 70 homes will close escrow.**
 - **Developer provided District with Notice.**
 - **Pursuant to First Amended Mitigation Agreement.**

- **District’s deadline to issue bonds: September 4, 2013.**
 - **Target date: end of July to coincide with refinancings.**

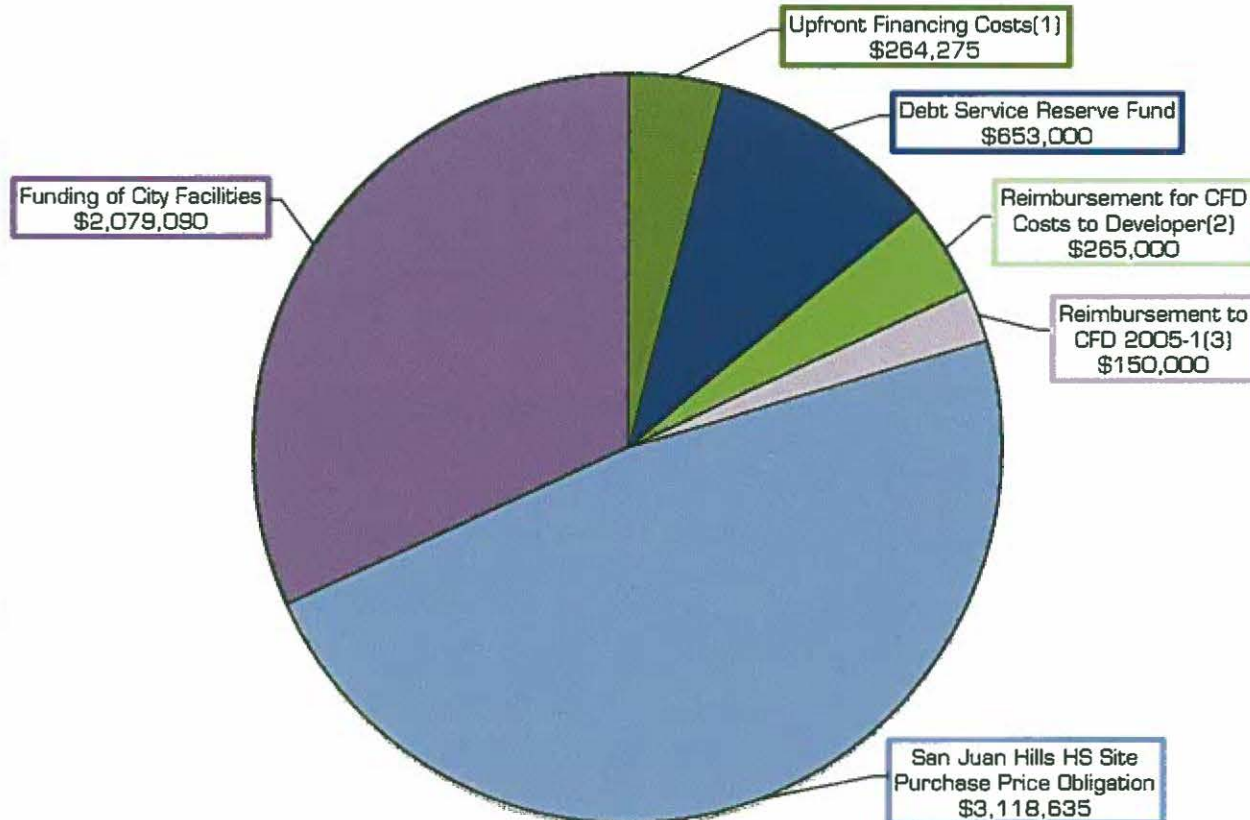
- **Net of all costs, 60% of bond proceeds go to Developer as partial payment for portion of purchase price for San Juan Hills High School site (\$6 million interest-free obligation) and 40% goes to City of San Juan Capistrano for City Facilities.**

\$6.5 Million of Bonds Estimated



Estimated Allocation of Bond Funds

Nearly Half of the Funds from the Bonds will Go Toward the San Juan Hills High School Site Purchase Price Obligation



Notes: (1) Upfront financing costs include conservatively estimated underwriter's discount and costs of issuance. Includes \$75,000 Developer deposit for costs of issuance. (2) Reimbursement for CFD costs to developer includes \$250,000 of not-to-exceed amounts and \$15,000 fixed amount, (3) Reimbursement to CFD 2005-1 is a not-to-exceed amount. Allocations per David Taussig & Associates based on First Amended Mitigation Agreement.

Recommended Method of Sale

- **May use a competitive bidding process, but CFD 2005-1 Bonds may not be well suited for such a process due to:**
 - **Lack of established development: “dirt bonds”**
 - **No history of homeowners and taxation**
 - » **Credit perception is different.**
- **May use a negotiated process to set interest rates.**
 - **If so, will follow recommended best practices by the Government Finance Officer’s Association.**
 - **Inject competition via a proposal process.**
- **After further research and due diligence, we will make a recommendation to District staff.**

Next Steps

- **Over the next few weeks:**
 - Due diligence review, UW selection process, legal documents prepared, and credit rating review.
- **Board Meeting on June 26, 2013**
 - Board considers resolution authorizing sale of bonds and distribution of preliminary official statements.
- **Early – mid July**
 - Sale of bonds and interest rates determined.
- **End of July**
 - All bonds closed and funds disbursed.
- **By August 1**
 - Notice of refinancing sent to bondholders.
- **September 1**
 - Prior bonds are refinanced.



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-46

**DETERMINING THE CAPISTRANO BEACH BUS YARD SITE
IN DANA POINT IS NOT SURPLUS TO THE DISTRICT'S NEEDS
AND RESCINDING THE PRIOR CONDITIONAL DETERMINATION**

WHEREAS, the Capistrano Unified School District (District) is the owner of an approximate 5.60 acre parcel of real property, identified as Orange County Assessor Parcel No. 668-361-01 and located at 26126 Victoria Boulevard in the City of Dana Point, California (Subject Property); and

WHEREAS, the Subject Property is also known as the Capistrano Beach Bus Yard; and

WHEREAS, on April 24, 2006, the District's Board of Trustees (Board) approved Resolution No.0506-79 which designated the Capistrano Beach Bus Yard in Dana Point as surplus property; and

WHEREAS, Resolution No. 0506-79 resolved and conditioned any sale, lease, or disposition of the Subject Property on the identification of an alternate location for a bus yard reasonably suited to efficiently serve the southern regions of the District; and

WHEREAS, the District has not identified an alternate location for a bus yard reasonably suited to efficiently serve the southern regions of the District; and

WHEREAS, the District has been utilizing the Subject Property continuously as its transportation facility, which serves as the transportation hub for the southern half of the District and which houses approximately 21 District school busses; and

WHEREAS, the Subject Property is also an integral and critical site for the District's maintenance and grounds department, which operates as the main office for all grounds employees, provides storage and parking of all grounds vehicles and equipment, is the fueling location for all District vehicles and equipment, is the storage site for the grounds department's materials and supplies and the storage department for the District's flooring supplies, furniture and equipment; and

WHEREAS, it is the Board's opinion that the Subject Property is being utilized by the District for necessary District operations, which should not be relocated; and

WHEREAS, it is the Board's opinion that it is in the best interests of the District to rescind Resolution No.0506-79, previously designating the Subject Property as surplus.

IT IS HEREBY RESOLVED by the Board of Trustees of the Capistrano Unified School District:

- Section 1. The above recitals are true and correct and are incorporated by this reference.
- Section 2. The Subject Property is not surplus property of the District.
- Section 3. The Board of the District hereby rescinds Resolution No. 0506-79.
- Section 4. The Superintendent, or Superintendent's designee, is delegated the authority to take all actions necessary and proper to accomplish the purposes of this Resolution.
- Section 5. This Resolution shall take effect on the date of its passage and adoption.

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

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, certify that the above and foregoing Resolution was duly and regularly adopted by the Board at the meeting on the 22nd of May, 2013, by a roll call vote.

Anna Bryson
Clerk of the Board of Trustees

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

RESOLUTION NO. 0506-79

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DESIGNATING THE CAPISTRANO BEACH BUS YARD IN
DANA POINT SURPLUS AND AUTHORIZING THE
SOLICITATION OF OFFERS FOR SAID REAL
PROPERTY FROM CERTAIN PUBLIC ENTITIES AND
NONPROFIT PUBLIC BENEFIT CORPORATIONS AND
THE IDENTIFICATION OF POTENTIAL ALTERNATIVE
BUS YARD SITES.**

WHEREAS, the Capistrano Unified School District ("District") is the owner of an approximate 5.60 acre parcel of real property, identified as Orange County Assessor Parcel No. 668-361-01 and located at 26126 Victoria Boulevard in the City of Dana Point ("Subject Property"); and

WHEREAS, on January 9, 2006, the District's Board of Trustees ("Board") appointed an Advisory Committee, pursuant to Education Code Section 17387, *et. al.* ("Committee"), to (1) review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property; (2) establish a priority list of use of surplus space and real property that would be acceptable to the community; (3) cause to have circulated throughout the attendance area a priority list of surplus space and real property and provide for hearings for community input to the Committee on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes pursuant to Education Code Section 17458; (4) make a final determination of limits of tolerance of use of space and real property; and (5) forward to the Board a report recommending the uses of surplus space and real property; and

WHEREAS, the Committee approved its report and recommendations ("Committee Report") for the Board on April 7, 2006, in which it recommended that the Subject Property be designated surplus and, upon the location of a cost effective and suitable alternative bus yard site, that the Subject Property be sold by the District; and

WHEREAS, the Board has received and considered the Committee Report, including the Committee's conclusions as to the surplus nature of the Subject Property and the recommended priority of uses set forth by the Committee; and

WHEREAS, the Subject Property is not, nor will be, needed by the District for school classroom purposes of the District; and

WHEREAS, the Subject Property is not, and has not, been used for playground, playing field, or other recreational or outdoor purposes, nor is it particularly suited for such purposes and there is no evidence or indication that any local planning decisions were made on the assumption that the Subject Property would be available for playgrounds, play fields, or recreational uses; and

WHEREAS, before the Board authorizes the sale of the Subject Property, it is required to notify certain public and nonprofit entities specified in Education Code Section 17464; and

WHEREAS, Education Code Section 17464 establishes the order, priorities, and time frame within which the District must negotiate with responding public and nonprofit public benefit entities before the District may otherwise render a decision to sell the Subject Property; and

WHEREAS, neither a declaration of the surplus nature of the Subject Property, nor negotiations with interested public and nonprofit entities commit the District or the Board to sell, lease, or otherwise dispose of the Subject Property.

NOW, THEREFORE, THE BOARD DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Board, having received and considered the Committee Report, accepts the Committee Report.

Section 3. The Board hereby declares the Subject Property surplus to the District's needs, as such property is not needed, nor anticipated to be needed, for school classroom purposes. The Board further declares that it is in the best interests of the District to consider the disposal of the Subject Property, whether by sale, lease, exchange, or otherwise, with the understanding that any such considerations shall occur only when the Board has identified and approved of an alternate location for a bus yard reasonably suited to efficiently serve the southern regions of the District.

Section 4. The District desires to solicit offers from certain public agencies, as provided for in Education Code Section 17464, for the Subject Property, with the understanding that acceptance of any such offers will be subject to the identification and approval of an alternative bus yard site.

Section 5. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effect the purpose of this Resolution, including (1) the solicitation of offers for the Subject Property from those entities set forth in Education Code Section 17464(a) and (b), in the manner set forth by that Section; and (2) the exploration and potential identification of potential alternative bus yard sites.

Section 6. The Board, by this Resolution, is not committing to the sale, lease, or disposition of the Subject Property. This Resolution shall be interpreted only as a willingness on the part of the Board to explore potential alternatives for replacement of the bus yard and to hear and consider proposals from statutorily specified public and nonprofit entities before rendering any decisions as to the potential sale or lease of the Subject Property.

APPROVED, ADOPTED, AND SIGNED this 24th day of April, 2006.

By: Marlene M Draper
Marlene M. Draper, President of the Board of
Trustees of the Capistrano Unified School District

By: John J. Casabianca
John J. Casabianca, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John J. Casabianca, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Governing Board of said District at a meeting of the Governing Board held on the 24th day of April, 2006, and that it was so adopted by the following vote:

AYES: 6

NOES: 1

ABSENT: 0

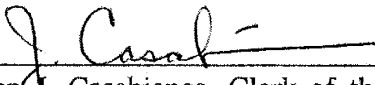
ABSTAIN: 0

By: J. Casabianca
John J. Casabianca, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, John J. Casabianca, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 0506-79 of said Board of Trustees, and that the same has not been amended or repealed and is fully effective as of this date.

Dated: April 24, 2006

By: 
John J. Casabianca, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STUDENT FEES

The District shall not charge a student/pupil fee for participation in an educational activity, except as specifically permitted by state law.

The following definitions shall apply for purposes of this policy:

- (a) "Educational activity" means an activity offered by a school, school district, charter school, or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- (b) "Pupil fee" means a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Education Code §49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in Hartzell v. Connell (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
 - (1) A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
 - (2) A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform, or other materials or equipment.
 - (3) A purchase that a pupil is required to make to obtain materials, supplies, equipment, or uniforms associated with an educational activity.

All supplies, materials, and equipment needed to participate in educational activities shall be provided to students free of charge.

This policy should not be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or schools providing student prizes or other recognition for voluntary participation in fundraising activities.

The District shall not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student or a student's parents or guardians, and shall not remove course credit or privileges related to educational activities, or otherwise discriminate against a student, because the student or the student's parents or guardians did not or will not provide money or donations of goods or services to the District. A fee waiver policy shall not make a student/pupil fee permissible.

Complaints of non-compliance with this Board Policy shall be filed in accordance with Administrative Regulation 3.32: Student Fees and Board Policy 1312.3: Uniform Complaint Procedures.

Legal Reference:

EDUCATION CODE

49010-49013 Pupil Fees

Management References:

California Constitution, Article 9, Section 5

Title 5 California Code of Regulations, Section 350

Policy

Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

MEETING CONDUCT

The Board of Trustees desires to conduct its meetings effectively and efficiently. All Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and other designated persons.

Parliamentary Procedure

Board meetings shall be conducted by the president in a manner consistent with adopted Board bylaws and generally accepted parliamentary procedures.

Robert's Rules of Order, Newly Revised shall be used as a guide to enable the orderly conduct of meetings. Any member may raise a point of order under these rules, which action shall take precedence over all other business before the Board.

Quorum

A majority of the number of filled positions on the Board shall constitute a quorum. (Education Code 5095, 35165)

Unless otherwise provided by law, affirmative votes by a majority of the Board's membership shall be required to approve any action under consideration, regardless of the number of members present. (Education Code 35164)

Voice Vote

Voting on motions shall be by voice vote. The minutes shall record the names of the persons making and seconding the motion, and if the motion carried, carried unanimously or defeated. Each member's vote shall be recorded as an aye or nay if the vote is not unanimous. The Board shall comply with the Education Code and the Brown Act provisions for roll call votes on motions or resolutions.

Polling

Voting on resolutions shall be by polling the members. The minutes shall record the person making the motion, the person seconding it, and the names of the Board members voting for and against the motion, as well as Board members who are absent.

Abstentions

~~The Board recognizes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. In the event that one less than the necessary number of affirmative (i.e. "aye") votes has been cast, then an "abstain" vote shall constitute concurrence, and the Secretary shall set forth in the minutes that the matter was pass pursuant to this Policy. When a member abstains because of a conflict of interest, the effect of the abstention will be assessed on a case by case basis in accordance with the laws of this State relating to conflicts of interest.~~

ADDRESSING THE BOARD OF TRUSTEES

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting. (Government Code 54953.3). However, persons choosing to speak ~~shall~~ may be asked to give their name and city or area of residence.

Because the Board has a responsibility to conduct District business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board.

Items on the Agenda

1. Members of the public shall have an opportunity to address the Board prior to the Board's consideration of each agenda item. (Education Code 35145.5, Government Code 54954.3)
2. Citizens seeking to address the Board on an agenda item shall complete a "Request to Address the Board of Trustees" card and give it to the Board President or Board Secretary.
 - a. A speaker wishing to address the Board, after having submitted a "Request to Address the Board of Trustees" card in a timely manner, shall first be recognized by the Board President. The speaker ~~shall~~ may identify himself/herself by providing the Board with his/her name and city/community of residence. All presentations shall be heard by the Board after any staff comments but prior to the formal discussion by Board Members of the agenda topic under consideration. Upon completion of his/her remarks, the speaker shall be asked to leave the podium unless requested to remain by the Board President.
 - b. Each speaker shall be provided a maximum of three (3) minutes to address the Board; 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. The Board shall limit the total time for presentations from the audience to twenty (20) minutes per agenda topic. With Board consent, the Board President may modify the time allowed for public presentation.
 - c. There shall be no transfer of a person's time, or a portion of a person's time, to another speaker.
 - d. 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)

Regular, scheduled meetings of the Board shall have a portion of each meeting devoted to Oral Communications. A person wishing to address the Board on a non-agenda item may do so under the Oral Communications portion of the Board agenda. Oral Communications will take place at the beginning of the meeting and immediately following the Special Recognitions portion of the Board meeting. With Board consent, the Board President may modify the time allowed for public presentation.

1. The total time for the Oral Communications portion of regular meetings shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual but could be less if there are a large number of Oral Communication speakers.
2. A person wishing to be heard by the Board on a non-agenda item during Oral Communications, after having submitted a "Request to Address the Board of Trustees" card prior to the commencement of the Oral Communications portion of the meeting, shall first be recognized by the Board President. The speaker ~~shall~~ may identify himself/herself by providing the Board with his/her name and city/community of residence.
3. No "Request to Address the Board of Trustees" cards will be accepted once the Oral Communications portion of the meeting has begun.
4. There shall be no transfer of a person's time, or a portion of a person's time, to another speaker.
5. Legally, the Board may not take action on items raised by speakers under Oral Communications. The Board may, however, at its discretion, refer items to the administration for follow-up or place topics on a future Board agenda. (Education Code 35145.5, Government Code 54954.3)

Public Hearings

Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on the same 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.

GENERAL GUIDELINES

~~No open session oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. California law requires that all charges or complaints against employees be addressed in closed session unless the employee requests a public hearing. All such charges or complaints therefore must be submitted to the Board under the provisions of Board policy.~~

The Board recognizes that under the Brown Act, Government Code §54954.3, the Board is not permitted to prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Case law also states that the Board may not require members of the public to state their complaints about employees in closed session.

~~Notwithstanding the procedural protocol stated in the preceding two paragraphs, in the event a public speaker continues his/her comments against an employee of the District, the Board President shall interrupt the speaker and issue the following statement:~~

~~*“The Board has an established policy for considering complaints against individual school district employees, including rights of these individuals. Therefore, in accordance with that policy, the Board will not discuss, respond to or otherwise consider complaints involving individual school district employees which have not been pursued through these established procedures. Should you continue to pursue public presentation of charges against a school district employee, you may be personally liable to that employee.”*~~

~~If the speaker persists after the President's statement (above), the speaker shall be provided the remainder of his/her time for public comments, but shall do so having been formally advised of the liability risk involved.~~

~~(cf. 1312.1 – Complaints Concerning School Personnel)
(cf. 9321 – Closed Sessions)~~

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence in the interruption of a Board meeting, by an individual or group, shall be grounds for the chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared if necessary; in this case, members of the media not participating in the disturbance may be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

In the interest of safety and the maintenance of proper meeting decorum, and to permit members of the audience to observe the Board meeting without artificial barriers blocking their view, no signs will be permitted in the School Board meeting room. Meeting attendees who bring signs are welcome to display them outside the building where the Board meeting is taking place.

The use of cellular phones or other such electronic communication devices in the Board Room by members of the audience shall be prohibited during Board meetings. Furthermore, in order to insure the safety of all present, no signs carried by attendees shall be permitted in the Board meeting room itself.

Adjournment

Regular Board meetings shall be adjourned by 11:00 p.m. unless extended to a time certain by a majority of the Board.

~~(cf. 9320 – Meetings)
(cf. 9322 – Agenda/Meeting Materials)
(cf. 9323.2 – Actions by the Board)~~

Legal Reference:

EDUCATION CODE

5095 Powers of remaining board members and new appointees

32210 Willful disturbance of public school or meeting a misdemeanor

35145.5 Agenda; public participation; regulations

35163 Official actions, minutes and journal

35164 Vote requirements

35165 Effect of vacancies upon majority and unanimous votes by seven member board

GOVERNMENT CODE

54954.3 Opportunity for public to address legislative body; regulations

54957.9 Disorderly conduct of general public during meeting; clearing of room

61 OPS. CAL. ATT. GEN. 243, 253 - 1978

66 OPS. CAL. ATT. GEN. 336, 337 - 1983

Bylaw

adopted: February 27, 1995

revised: February 12, 1998

revised: October 2, 2000

revised: August 13, 2001

revised: March 10, 2003

revised: September 15, 2003

revised: February 7, 2005

revised: May 25, 2007

revised: September 22, 2008

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MAY 8, 2013
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss Public Employee Appointment/Employment and confer with Labor Negotiators.

Closed session recessed at 6:19 p.m.

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

The Pledge of Allegiance was led by Dana Hills High School Teacher Randy Hudson.

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

Absent: Trustee Hanacek and Student Advisor Madison Wolfert

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

Permanent Record

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

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

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

Agenda Item #3 A1 through A2 – Public Employee Appointment/Employment:

The Board voted by a 6-0 vote to approve the appointment of Heidi Crowley, Middle School Principal, Shorecliffs.

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

The Board voted by a 6-0 vote to approve the appointment of Paul Foucart, Elementary School Principal, Concordia.

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

The Board voted by a 6-0 vote to approve the appointment of Troy Hunt, Elementary School Principal, Vista del Mar.

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

Agenda Item #3 B – Conference with Labor Negotiators:

No action was taken. President Alpay announced Jon Pearl was not present in closed session.

Lyndcee Baragato was recognized for being the president of the Best Buddies program at Dana Hills High School and founder of the Just Like Me Club, an after-school club for children with intellectual developmental disabilities.

**Special
Recognitions**

Stephany Rose, Paul Coppes, and Randy Hudson were recognized as the District's top three Teachers of the Year. Chief Communications Officer Marcus Walton announced Randy Hudson was named one of the Orange County Department of Education's Teachers of the Year and would be representing the District in the State competition.

Trustee Bryson said she attended the Orange County Department of Education surprise announcement in Randy Hudson's classroom and had received a comment from one of the members of the press that District students always look so happy.

**Board and
Superintendent
Comments**

Trustee Hatton stated she attended the Teachers of the Year event and then shared a statement, taken from their applications, about each teacher. Trustee Hatton also shared excerpts from an article in the Orange County Register regarding the benefits of students who major in science, technology, engineering, and math (STEM).

Trustee Alpay announced and congratulated seniors Jamasb Sayadi and Ryan Song from Aliso Niguel High School, Nicholas Burakoff from Capistrano Valley High School, Amanda Buckingham from Dana Hills High School, and Clay Coleman from Tesoro High School who were named National Merit Scholars.

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

**Oral
Communications**

The following speaker addressed the Board:

- *Timothy Gibbs shared he had chaperoned the recent Baja marine ecology field study trip for DHHS students organized by teacher Randy Hudson and encouraged the Board to allow the DHHS field study trips to continue.*

DISCUSSION/ACTION

President Alpay announced the Public Hearing open at 7:24 p.m. regarding the District's contract reopener proposal to Capistrano Unified Education Association (CUEA) for the 2013-2014 school year.

**Public Hearing:
District Contract
Reopener Proposal
to CUEA
Agenda Item 1**

The following speakers addressed the Board:

- *Julie Collier stated children were not being considered during negotiations and parents expect Trustees to vote in the best interest of children.*
- *Terri Mostert stated the District's priority was to educate children and asked Trustees to reduce employee compensation first and decrease class sizes.*

- *Dawn Urbanek stated she was disappointed in the negotiation process and requested Trustees put children first and cut employees' pay.*

President Alpay declared the Public Hearing closed at 7:30 p.m.

Assistant Superintendent Jodee Brentlinger stated the District and Capistrano Unified Education Association (CUEA) entered into a one-year settlement agreement effective July 1, 2012, through June 30, 2013. The Articles the District proposes to discuss are Articles 1, 5, 8, 13, and 14.

**District Contract
Reopener Proposal
to CUEA
Agenda Item 2**

The following speaker addressed the Board:

- *Robert Reidel asked the Board to explain how the \$30 million dollars the District received due to Proposition 30 passing was being allocated; why the District was under funded compared to other districts in the state; and why staff salaries and benefits are more important than students.*

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the District contract reopener proposal to CUEA for the 2013-2014 school year.

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

President Alpay announced the Public Hearing open at 7:59 p.m. regarding District's contract reopener proposal to Capistrano School Employees Association (CSEA) for the 2013-2014 school year. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:00 p.m.

**Public Hearing:
District Contract
Reopener Proposal
to CSEA
Agenda Item 3**

Assistant Superintendent Jodee Brentlinger explained unlike the one-year contract agreement entered into with CUEA, the District and California School Employee Association (CSEA) have a three-year agreement spanning July 1, 2012 through June 30, 2015. As defined in Article I, Articles 3, 4, 7, 8, 9, 11, 12, 13, as well as memorandums of understanding, and a retirement incentive, remained open for the term of the agreement. Mrs. Brentlinger stated with these articles already open to negotiate, there was no requirement to reopen and run two years of negotiations simultaneously. Thus the reopener only identifies opening Article I in order to return to limited reopeners in the future.

**District Contract
Reopener Proposal
to CSEA
Agenda Item 4**

It was moved by Trustee Pritchard, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the District's contract reopener proposal to Capistrano School Employees Association (CSEA) for the 2013-2014 school year.

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

President Alpay announced the Public Hearing open at 8:03 p.m. regarding the District contract reopener proposal to Teamsters for the 2013-2014 school year. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:04 p.m.

**Public Hearing:
District Contract
Reopener Proposal
to Teamsters
Agenda Item 5**

Assistant Superintendent Jodee Brentlinger stated the District and Teamsters entered into a one-year settlement agreement effective July 1, 2012, through June 30, 2013. The Articles the District proposes to discuss are Articles 1, 3, 11, and 23.

**District Contract
Reopener Proposal
to Teamsters
Agenda Item 6**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the District contract reopener proposal to Teamsters for the 2013-2014 school year.

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

Chief Communications Officer Marcus Walton stated Resolution No. 1213-42 recognizes May 8, 2013, as California Day of the Teacher. This resolution serves as official notice to all employees and citizens of the District of the Board's recognition of the excellent service provided by its certificated staff.

**Day of the Teacher
Agenda Item 7**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve Resolution No. 1213-42, recognizing May 8, 2013, as California Day of the Teacher.

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

Chief Communications Officer Marcus Walton stated Resolution No. 1213-43, recognizes the week of May 19 - 25, 2013, as Classified School Employees' Week. This resolution serves as official notice to all employees and citizens of the District of the Board's recognition of the excellent service provided by its classified staff. Mr. Walton announced the Classified Employees' of the Year Celebration is scheduled for Monday, May 20, at 4:30 p.m. in the San Juan Hills High School theater.

**Classified School
Employees' Week
Agenda Item 8**

It was moved by Trustee Hatton, seconded by Trustee Bryson, and motion carried unanimously to approve Resolution No. 1213-43, recognizing the week of May 19 - 25, 2013, as Classified School Employees' Week.

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

Assistant Superintendent Jodee Brentlinger stated the current collective bargaining agreement between the District and Capistrano Unified Education Association (CUEA) expires on June 30, 2013. On April 29, 2013, CUEA presented the District with the association's proposal to discuss Articles 5, 8, and 13. The District's proposal to reopen negotiations for the 2013-2014 school year was addressed in agenda item 2.

**CUEA Contract
Reopeners
Agenda Item 9**

The following speaker addressed the Board:

- *Dawn Urbanek stated the multi-prong approach to negotiations was unfair and asked the Board to explain why there are 72 more teachers this year than last year.*

Trustee Addonizio requested Ms. Urbanek provide Trustees with the document she was referring to during her comments and directed staff to provide Trustees with the reason for an increase in personnel last year.

It was moved by Trustee Hatton, seconded by Trustee Reardon, and motion carried by a 6-0 vote to accept receipt of the CUEA contract reopener proposal.

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

Deputy Superintendent Clark Hampton stated the District is currently in negotiations on a development mitigation agreement with Rancho Mission Viejo (RMV). As the development is moving forward and negotiations remain in progress, the Board is asked to ratify a project specific Certificate of Compliance form for use between RMV and the District relating to the building of homes pending a final mitigation agreement.

**Certificate of
Compliance
Agenda Item 10**

Following discussion, it was moved by Trustee Pritchard, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve the ratification of the Certificate of Compliance.

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

Assistant Superintendent Julie Hatchel stated after the adoption of the 2013-2014 School Calendar on December 11, 2011, staff and Trustees received feedback regarding the placement of elementary parent conferences and the last day of school for students. Dr. Hatchel explained the Calendar Committee met again and is proposing the following three changes: moving elementary school parent conferences from December to November; moving one elementary non-student/teacher work day from the end of the year to November 1 to assist teachers with completing fall parent conferences; and moving the last day of school for elementary school teachers and students to Monday, June 23.

**Proposed School
Calendar
Agenda Item 11**

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried by a 6-0 vote to approve the proposed Revised 2013-2014 School Calendar.

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

Superintendent Farley stated a recent discussion on abstentions and the District bylaw prompted revisions to Board Bylaw 9323, *Meeting Conduct*. Staff confirmed with legal counsel that this bylaw was contrary to Education Code. This item will be brought back to a future meeting for a second reading.

**Board Policy
 Revision
 Agenda Item 12**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Agenda items #23 and #24 were pulled.

**Items Pulled from
 the Consent
 Calendar**

CONSENT CALENDAR

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

Minutes of the April 24, 2013, special Board meeting.

**Minutes
 Agenda Item 13**

Minutes of the April 24, 2013, regular Board meeting.

**Minutes
 Agenda Item 14**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case numbers 1213-018 through 1213-020.

**CAHSEE Waivers
 Agenda Item 15**

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

**Purchase
 Orders/Warrants
 Agenda Item 16**

Donation of Equipment.

**Donations
 Agenda Item 17**

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

**Professional
 Services
 Agreements
 Agenda Item 18**

Ratification of special education Informal Dispute Resolution Agreement Case #034313, Case #034413, and Case #034713.

**Informal Dispute
 Resolution
 Agreements
 Agenda Item 19**

Resolution No. 1213-44 to establish updated signature authorizations.

**Signature
 Authorizations
 Agenda Item 20**

Extension of Rental Service Agreement No. 1112046 with Capo Beach Calvary to provide designated parking at the District's bus facility for Capo Beach Calvary to use, as needed, for a fee of \$75 per bus per month.

**Rental Agreement
 Extension
 Agenda Item 21**

Extension of School Bus Service Agreement No. I09100045 to provide for rental of District owned buses to Santa Margarita Catholic High School on an as-needed basis.

**Extension of Bus
 Service Agreement
 Agenda Item 22**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 25**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 26**

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

Trustee Reardon asked staff if it was necessary to have the word “exclusive” in the agreement. Deputy Superintendent Clark Hampton explained this agreement was only for the ATM machine located at the Transportation Department in Aliso Viejo. Trustee Reardon responded if the agreement was exclusive for a single facility it would not be an issue but he was resistant to the idea of granting any financial institution exclusive access to the District.

**Addendum for
ATM Service
Agreement
Agenda Item 23**

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the fourth addendum for an Automated Teller Machine (ATM) Service Agreement with SchoolsFirst Federal Credit Union extending the contract term from May 5, 2013, to May 4, 2016.

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

Trustee Reardon stated this is a significant increase in the cost of bus transportation for parents and asked if it was necessary. Trustee Reardon asked staff to explain what the District is charging versus what it costs for transportation. Deputy Superintendent Clark Hampton stated transportation costs are not fully funded by the state or federal government, so a contribution from the general fund is required to cover the costs. The amount allowed by Education Code is \$8.82 per day or \$1,588 annually, which is approximately the cost to transport a student. Mr. Hampton stated the last District increase was in 2009. Staff considered the possibility of a funded COLA, along with the improving economy, and decided the timing was right to increase the contribution but not fully fund the cost of transportation. Trustee Reardon asked Mr. Hampton what percentage of parents using transportation actually pays the fee; the dollar cost of the unfunded portion; and how many people are benefiting by it. Mr. Hampton replied he would need to do some research and get back to Trustees with the answers.

**Transportation Fee
Increase
Agenda Item 24**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 5-1 vote to approve an increase to the home-to-school regular education transportation fee.

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

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

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

President Alpay announced the meeting adjourned at 8:26 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 22, 2013

MASTER TEACHER PAYMENT

CALIFORNIA STATE UNIVERSITY, FULLERTON

<u>Master Teacher</u>	<u>Student Teacher</u>	<u>Location</u>	<u>Amount</u>
Allen, Joan	Stanbury, Conan	Reilly	\$130.39
Arndt, Terri	Burt, Paul	Kinoshita	\$217.32
Benefield, Elena	Harrison, Bryce	Las Flores MS	\$72.37
Blackburn, Nancy	Evingham, Tara	Kinoshita	\$217.32
Cortez, Jennifer	Ghafourian, Amanda	Kinoshita	\$217.32
Dang, Gina	Rivera, Janelle	Kinoshita	\$217.32
deMartin, Angie	Mack, Ana	Capo Valley	\$ 72.37
DesPalmes, Cheryl	Mascio, Robert	Tesoro	\$ 72.37
Glaspell, Stephanie	Boggan Zierhut, Kathleen	Sp Ed (LNES)	\$ 43.46
Glaspell, Stephanie	Boggan Zierhut, Kathleen	Sp Ed (CRCS)	\$ 43.46
Johnson, Marsha	Weyrick, Kiara	Kinoshita	\$217.32
Landis, Sharon	Rice, Lauren	Reilly	\$130.39
McKee, Aja	Wallin, Marissa	Wood Canyon	\$130.39
Moen, Melissa	Skalsky, Ashley	Capo Valley	\$144.96
Phillips, Deanna	Ontiveros, Cassandra	Reilly	\$130.39
Radlee, Kirstee	Kulkami, Phebe	Wood Canyon	\$130.39
Ridgeway, Damon	Hennessey, Ashley	Kinoshita	\$217.32
Rothchild, Denise	Moe, Jordan	Ladera Ranch	\$217.32
Sanchez, Lynn	Zieser, Lauren	Capo Valley	\$144.96
Sayles, Melissa	Mack, Ana	Capo Valley	\$144.96
Traina, Elizabeth	Mascio, Robert	Tesoro	\$144.96
Tucker, Emily	Skalsky, Ashley	Capo Valley	\$ 72.37
Webb, Bill	Ogden, Phillip	Sp Ed	\$130.39
Woods, Ray	Harrison, Bryce	Dana Hills	\$144.96

EXHIBIT 9

2013-2014 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2013.**

Capistrano Unified School District/Governing Board at its 5/22/13 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Aliso Niguel High School
NAME OF REPRESENTATIVE Chris Carter POSITION Principal
ADDRESS 28000 Terrace View Drive CITY Aliso Viejo ZIP 92656
PHONE 949-830-5590 FAX 949-448-9854 E-MAIL ccarter@capousd.org

NAME OF SCHOOL Capistrano Valley High School
NAME OF REPRESENTATIVE Kevin Astor POSITION Principal
ADDRESS 26301 Via Escolar CITY Mission Viejo ZIP 92692
PHONE 949-364-6100 FAX 949-347-1298 E-MAIL keastor@capousd.org

NAME OF SCHOOL Dana Hills High School
NAME OF REPRESENTATIVE Jason Allemann POSITION Principal
ADDRESS 33333 Golden Lantern CITY Dana Point ZIP 92629
PHONE 949-496-6666 FAX 949-489-8317 E-MAIL jjallemann@capousd.org

NAME OF SCHOOL San Clemente High School
NAME OF REPRESENTATIVE Sally Clanin, A.P. POSITION Principal (TBD)
ADDRESS 700 Avenida Pico CITY San Clemente ZIP 92673
PHONE 949-492-4165 FAX 949-361-5175 E-MAIL sclanin@capousd.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature _____
Address 33122 Valle Road City SJC Zip 92675
Phone 949-234-9200 Fax 949-496-7681

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

2013-2014 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2013.**

Capistrano Unified School District/Governing Board at its 5/22/13 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL San Juan Hills High School
NAME OF REPRESENTATIVE Tom Ressler POSITION Principal
ADDRESS 29211 Vista Montana CITY SJC ZIP 92675
PHONE 949-234-5900 FAX 949-488-9727 E-MAIL tressler@capousd.org

NAME OF SCHOOL Tesoro High School
NAME OF REPRESENTATIVE Marc Patterson POSITION Principal
ADDRESS 1 Tesoro Creek Road CITY Las Flores ZIP 92688
PHONE 949-234-5310 FAX 949-766-3370 E-MAIL mbpatterson@capousd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Joseph Farley Signature _____

Address 33122 Valle Road City SJC Zip 92675

Phone 949-234-9200 Fax 949-496-7681

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**



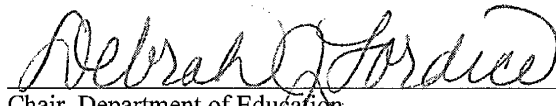
FIELD EXPERIENCE CONTRACTUAL AGREEMENT

This contract is made and entered into by and between the Luther College Department of Education, Decorah, Iowa and Capistrano Unified School District.

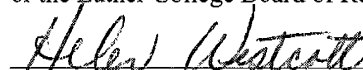
PROVISIONS:

1. Luther College and Capistrano Unified School District agree to participate, if placements are available, in the district in a field experience program, which includes, but is not limited to: Student Teaching, Student Observations, and other field experiences during the 2013-2015 academic year. This agreement may include assignments in elementary (grades Pre-K-6), secondary (grades 7-12), and special fields [Art, Music, Physical Education, and Health (K-12)].
2. Luther College will provide supervision by one or more of the following: faculty member(s), or trained and credentialed specialists in education, for students participating in Field Experiences who are placed in the school district identified under item 1, above.
3. **Luther College agrees to compensate the school district in the amount of \$125 for one-half a semester or \$250 for a full semester for each student placed as a student teacher.** Payment is to be made at the end of each semester after the Department of Education receives the written Student Teacher Evaluation from the Cooperating Teacher. Allocation of compensation to each cooperating teacher is to be directly made to the cooperating teacher, unless otherwise specified by the district. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period. **Other field experiences identified in this agreement will be compensated with regard to time involvement and course objective, and will be stated at the time of the request.**
4. Student Teachers and other field experience enrollees of Luther College Department of Education are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Capistrano Unified School District, as well as the option of Luther College, should circumstances warrant such an action.

March 22, 2013


Chair, Department of Education
or the Luther College Board of Regents

March 22, 2013


Director of Field Placement

Date

Representative for Capistrano Unified School District

Department of Education 563.387.1140 P 563.387.1107 F

Luther College 7

52101-1045 www.luther.edu

INTERAGENCY AGREEMENT
BETWEEN
CAPISTRANO SPECIAL EDUCATION LOCAL PLAN AREA
AND
ORANGE COUNTY HEAD START, INC.

This Interagency Agreement is entered into by and between the Capistrano Special Education Local Plan Area, hereinafter referred to as “SELPA,” on behalf of the SELPA and its member school districts and the Orange County Head Start, Inc. hereinafter referred to as “Head Start”. The SELPA and its member school districts are also referred to as Local Educational Agencies (LEAs). The SELPA and Head Start are referred to individually as “Party” and collectively as “Parties.” This Interagency Agreement, herein referred to as “Agreement,” is based on the following:

RECITALS

- A. Both the LEAs and Head Start provide services to eligible Orange County residents.
- B. The purpose of this Agreement is to establish guidelines between the LEAs and Head Start for the provision of services to preschool children eligible for special education under the Individuals with Disabilities Education Improvement Act of 2004 (referred to as the “IDEA”) and the Head Start Act of 2007 in compliance with federal and state laws and regulations. The Parties are authorized to enter into this Agreement in accordance with Education Code section 56195.7 and 56441.1
- C. It is the intent of the Agreement to:
 - 1. Define which services will be provided by each agency, coordinate services for children with disabilities ages three (3) years to compulsory school age, in the most effective manner and to delineate the responsibilities of these agencies for the delivery of services.
 - 2. Ensure that cooperative arrangements between the LEAs and Head Start are developed and implemented to ensure interagency coordination and smooth and timely transition of children from one agency to another. Listings of the agency representatives and Head Start forms are set forth in Appendices A, B, C, D, and E, attached hereto and incorporated herein.

3. Ensure that preschool children eligible for special education and related services under the IDEA receive a free, appropriate public education (FAPE), as required by law, in the least restrictive environment.
4. Ensure that each agency maintains communication and shares leadership responsibility at the local level so that available resources are utilized in the most effective manner.
5. Establish a common agreement on which the SELPA may elaborate more specific terms for coordination and collaboration as an addendum to this Agreement.

A G R E E M E N T

In consideration of the following terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties incorporate the above Recitals as if fully restated in the AGREEMENT as well as the attached Appendices.
2. **TERM OF THE AGREEMENT.** This Agreement is effective for the period beginning July 1, 2013, through June 30, 2018. This Agreement shall be reviewed annually and may be revised by the Parties at any time. Either party may terminate this Agreement at any time, with or without cause, by providing 30 days' advance written notice to the other Party.
3. **RESPONSIBILITIES OF LEAS.**
 - A. Provide special education and related services to eligible children with disabilities from age three (3) through compulsory school age in accordance with the IDEA.
 - B. Provide assessment in all areas of suspected disability upon receipt of a written request for assessment by a parent.
 - C. Hold an individualized education program (IEP) team meeting within 60 days of receipt of written parent consent for assessment to review the assessment results, determine eligibility under the IDEA, and if appropriate develop an IEP identifying the special education and related services for the child.
4. **RESPONSIBILITIES OF HEAD START.**
 - A. Recruit, enroll and serve eligible children ages three (3) to compulsory school age according to Head Start current priority selection criteria. A minimum of 10% of children with disabilities will be enrolled in the

program, including those with severe disabilities, if the IEP team deems Head Start as an appropriate placement for the child.

- B. Screen all children within 45 calendar days after the child enters the Head Start program. Screening consists of standardized health screening and developmental screening which includes speech, hearing and vision.
- C. Refer children suspected of having disabilities to the appropriate LEA for diagnostic evaluation.
- D. Support and individualize curriculum and instruction according to the IEP to provide the appropriate services for children with disabilities.
- E. Work with other agencies in order to provide services for children with disabilities.

5. **JOINT RESPONSIBILITIES OF LEAS AND HEAD START.**

- A. **Child Find/Screening Referral.** All children with disabilities who require special education must be identified, located and evaluated. (California Education Code sections 56300-56302, IDEA Part B Regulations 34 CFR § 300.220, Head Start Regulations 45 CFR §1304.20(b), 1308.4, 1308.6(d).)

Local Education Agency

Head Start

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| 1. LEA shall include Head Start in the child-find system. | 1. Head Start shall participate in the LEAs child-find system. |
| 2. The LEA will assign a case manager who will contact Head Start personnel as indicated on the referral. | 2. Head Start will designate a Manager of services for children with disabilities, who will ensure designated staff disseminates referrals to LEA. |
| 3. The LEA shall exchange with Head Start Disabilities Manager or designated staff: | 3. Head Start will exchange with LEA case managers: |
| 3.1 Special education eligibility criteria and program information. The child's difficulties shall not be due primarily to unfamiliarity with the English language; temporary physical disabilities; social maladjustment; or environmental, cultural or economic factors. | 3.1 Head Start eligibility criteria and program information. |
| 3.2 Procedures to request | 3.2 Head Start enrollment procedures, |

consultation about program eligibility and referral for special education.

general eligibility requirements, slot sharing, dual enrollment, variations, and program options being offered.

3.3 Results of developmental, hearing and vision screenings as requested by LEA with parent consent.

3.4 Head Start will provide the referral form and will notify LEAs 60 day before cutoff date for enrollment.

4. LEA will coordinate with Head Start in screening activities. When appropriate, a school district liaison will participate in Head Start pre-referral consultation/activities.

4. Head Start will coordinate with the school district liaison on screening activities and pre-referral consultation/activities, as appropriate.

5. LEA will accept a referral for special education eligibility determination and within 15 days develop an Assessment Plan, when appropriate.

5. Head Start Disabilities Manager, or designee, will notify/support the parent and will follow appropriate referral procedure to notify the school district of residence for assessment and consideration of special education eligibility. Head Start will provide a signed release of information with the referral enabling Head Start and the school district of residence to exchange information.

B. Assessment/Evaluation. Each child who is suspected of having a disability and needing special education that is referred for assessment shall have the benefits of a multi-disciplinary assessment process, and no single procedure shall be used as sole criterion for assessment. (California Education Code sections 56320-56321, IDEA Part B Regulations 34 CFR § 300.301, Head Start Regulations 45 CFR § 1308.6.)

Local Education Agency

Head Start

1. LEA will coordinate with Head Start to ensure parents are informed of their rights.

1. Head Start will coordinate with LEA to ensure parents are informed of their rights.

2. LEA shall develop an assessment plan, when appropriate, and utilize screening results and additional information provided by Head Start in

2. Head Start shall provide additional information, including screening results to assist in the development of an assessment plan with parent

the development of the plan.

consent.

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| 3. LEA will obtain written parental consent to Assessment Plan and then implement the plan, providing a copy to the Head Start program. | 3. Head Start will obtain written parental consent and participate with the LEA in implementation of the Assessment Plan, as appropriate. |
| 4. LEA will be responsible for assessment of all children referred for assessment to determine eligibility for special education in accordance with the IDEA and its implementing regulations as well as applicable state law and regulations. | 4. Head Start will be responsible for health screening/assessment (medical, dental, nutritional, and development) not performed by the LEA as part of its assessment. |
| 5. LEA will be responsible for informing parents of assessment results at the IEP meeting. Head Start will be invited, with parental consent. | 5. Head Start Disabilities Manager or designee will assist parent(s) as appropriate and necessary when parent(s) receive assessment results. |
| 6. LEA will make available, with written parental consent, the IEP, assessment information and the diagnostic summary for children eligible for services to Head Start. | 6. Head Start Disabilities Manager or designee will review assessment information and Head Start staff will keep copy in Child's file, along with IEP copy to guide curriculum and individualization plans for child. |

- C. Individualized Education Program (IEP). An Individualized Education Plan must be developed and implemented for each child with a disability to receive special education and related services in the least restrictive environment. (California Education Code sections 56340-56382, 56445 (a-d), IDEA Part B Regulations 34 CFR § 300.320, Head Start Regulations 45 CFR § 1304.20(f)(2)(iv).)

Local Education Agency

Head Start

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| 1. LEA shall develop an IEP for each eligible child within 60 days of receipt of the parent's written consent for assessment. (EC 56344.) | 1. Not Applicable. |
| 2. LEA shall include Head Start personnel in the development of the IEP when the child is enrolled in Head Start or is being considered for enrollment in Head Start. (EC 56341(b)(2), (6) and (c).) | 2. Head Start shall participate in the development and implementation of the IEP for preschool age children with disabilities consistent with the requirements of 45 CFR § 1304.20(f)(2)(iv).). |
| 3. LEA shall send written notification to Head Start of IEP meetings for | 3. A representative from Head Start shall participate in the IEP meeting and |

children enrolled or planning enrollment in Head Start.

provide input to the placement decision for any child meeting Head Start eligibility requirements. (45 CFR § 1308.19(c).)

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| 4. Not Applicable. | 4. Head Start shall provide all comprehensive child development services to all children enrolled in Head Start. (45 CFR § 1308.4(c).) |
| 5. The IEP team shall meet at least annually to review the child's progress (EC 56343(d)) and include the child's current teacher and parents. (EC 56341(b)(1)(2)(3).) | 5. Head Start shall participate at least annually in IEP reviews. (45 CFR § 1308.19(c), (e)(7).) |
| 6. The LEA will provide Head Start with a copy of the IEP with parent consent. | 6. Head Start will ensure the confidentiality of LEA IEPs. |

D. Service Delivery. Children with disabilities and their families shall receive educational and related services as identified in the IEP. (California Education Code sections 56300-56301, 56441.1(a), IDEA Part B Regulations 34 CFR § 300.306, 300.324, Head Start Regulations 45 CFR § 1308.4(h).)

Local Education Agency

Head Start

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| 1. The LEA shall work to coordinate services with Head Start. (EC 56195.7(d).) The LEA shall provide or ensure the provision of special education and related services as specified in the IEP for all children the LEA is mandated to serve. | 1. Head Start shall work to coordinate services with the LEA. (45 CFR § 1308.4(a)(2), (I), and (m).) Head Start shall provide all comprehensive child development services to all children enrolled in Head Start. Comprehensive child development services include: educational, social services, health (nutrition, medical, dental, mental health), and parent involvement. |
| 2. LEA will explore service options that will result in more inclusive services to children with disabilities and their families.
2.1 The LEA staff will interact and consult with Head Start teachers and staff and the child's family to demonstrate appropriate strategies to implement the IEP goals as appropriate. | 2. Head Start will explore service options that will result in more inclusive services to children with disabilities and their families.
2.1 Head Start will work with the LEA to provide appropriate activities, adaptation and services within the Head Start program in order to meet the goals and objectives specified in the IEP. |

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| <p>2.2 LEA staff will provide itinerant disability related services within the Head Start program, as appropriate.</p> <p>2.3 LEA will collaborate to provide Head Start and special education services in co-located and/or combined classrooms to maximize resources when appropriate.</p> | <p>2.2 Head start will plan with LEA staff for itinerant disability related services within the Head Start program.</p> <p>2.3 Head Start will collaborate to provide Head Start and special education services in co-located and/or combined classrooms to maximize resources when appropriate.</p> |
| <p>3. LEA shall provide or ensure that services are provided in the child's primary language unless it is clearly not feasible to do so. (EC 56345(b)(2) and 5 CCR § 3001(t).)</p> | <p>3. Head Start staff and program consultants must be able to serve and effectively communicate, to the extent feasible, with children and families with no or limited English proficiency. (45 CFR § 1304.52(b)(4).) Head Start programs can assist with identifying or providing interpreters.</p> |

- E. Transition. Young children with disabilities and their families shall be assessed and receive support in planning transitions between special education, Head Start and Kindergarten/elementary programs. (California Education Code section 56445, Head Start Regulations 45 CFR §§ 1308.1, 1308.21(b), and 1308.4(g).)

Local Education Agency

Head Start

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| <p>1. For children transitioning at age 3, IDEA Part B/Preschool, and when Head Start is considered as a placement option, LEA will invite Head Start to participate in planning and/or IEP, with parental consent.</p> <p>2. For children eligible for Kindergarten enrollment, the LEA will set up the transition IEP meetings for all children receiving special education services through the LEA and notify Head Start of the date of the meeting.</p> | <p>1. For children transitioning at age 3, IDEA Part B/Preschool, and when Head Start is considered as a placement option, Head Start will participate in planning and/or IEP.</p> <p>2. For children eligible for Kindergarten enrollment, a Head Start designee will participate in the LEA transition IEP by attending the meeting and/or providing verbal or written input.</p> |
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- F. Procedural Safeguards. Young children with disabilities and their families shall be afforded procedural safeguards and confidentiality of records requirements. (California Education Code sections 56500.1-56509, IDEA Part B Regulations 34 CFR §§ 300.500-300.520, Head Start Regulations 45 CFR § 1308.6.)

Local Education Agency

Head Start

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| 1. LEA shall implement all rights and protections of the IDEA, including procedural safeguards for all children with disabilities and their parents who are provided special education by the LEA in accordance with applicable federal and state laws and regulations. | 1. Head Start shall ensure that all rights and protections of IDEA, including confidentiality of records requirements, prior notice, and placement in the least restrictive environment, are provided for all children with disabilities and their parents, according to appropriate state and federal laws and regulations. (45 CFR §§ 1308.6(3)(3)-(4) and 1308.21(a)(6).) |
| 2. LEA shall inform parents verbally and in writing of individual rights and protections under IDEA (in their primary language). (EC 56321(a) and 56506(a).) | 2. Head Start shall inform parents verbally and in writing of individual rights and protections under IDEA in their primary language. (45 CFR § 1308.21(a)(6).) Head Start shall maintain confidentiality, inform parents of their rights to review their child's records and obtain informed parental consent for evaluation, and maintain other procedural safeguards in a manner to assure that parents understand. (45 CFR § 1308.6(e)(4).) |
| 3. No agency shall presume or determine eligibility for another agency. | 3. No agency shall presume or determine eligibility for another agency. |

- G. Training and Technical Assistance. Training and technical assistance shall be provided for the implementation of early education programs for preschool children with disabilities. (California Education Code section 56441.13-56509, IDEA Part B Regulations 34 CFR § 300.702, Head Start Regulations 45 CFR §§ 1306.23 and 1308.4(0)(7).)

Local Education Agency

Head Start

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| 1. The LEA or LEA contact person shall notify the Head Start Disabilities Manager of training opportunities appropriate for special education and early education. | 1. Head Start shall notify the LEA or LEA contact person of training opportunities being provided by Head Start which are appropriate for special education and early education. |
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| 2. LEA personnel shall participate in Head Start sponsored training programs, as deemed appropriate. | 2. Head Start personnel shall participate in LEA/District/County training programs, as deemed appropriate. |
| 3. LEA will meet annually in February to review the terms of the Agreement with Head Start. | 3. Head Start will meet annually in February to review the terms of the Agreement with LEAs. |

H. Funding. Efficient use of funds to meet the needs of children eligible for special education through the LEA and enrollment in Head Start.

Local Education Agency

Head Start

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| 1. LEA shall finance the cost of special education and related services for all individuals with exceptional needs as specified in the IEP, and for whom the LEA, in accordance with the Local Plan, is mandated to provide special education and related services, in accordance with applicable federal and state laws and regulations. | 1. Head Start shall pay for the cost of comprehensive child development services provided to all children enrolled in Head Start, in accordance with applicable federal and state laws and regulations. |
| 2. LEA may, by mutual agreement with Head Start, allocate fiscal and service resources in a manner different than #1 above, provided the combination results in increased services to children with disabilities. | 2. Head Start, by mutual agreement with LEA, allocate fiscal and service resources in a manner different than #1 above, provided the combination results in increased services to children with disabilities. |

I. Dispute Resolution. LEA and Head Start staff at the state and local levels should address any disputes through a mutually agreed upon process as set forth in this section. Dispute resolution for issues regarding the provision of services will be resolved as quickly as possible and at the earliest step possible.

1. LEA and Head Start designees are encouraged to work together to promptly resolve any disagreement whenever possible. If resolution of the dispute cannot be reached by the LEA and Head Start designees with 15 business days, the Parties will proceed to Step 2 below.
2. LEA and Head Start designees will refer a dispute to the SELPA Director and Head Start Director of Center and Program Operations for resolution. If resolution of the dispute cannot be reached within 15 business days at this level, the Parties will proceed to Step 3 below.
3. The SELPA Director and the Head Start Executive Director will each submit a written summary of the dispute to a Dispute Resolution Committee (Committee).

The Committee will be composed of two representatives from other Special Education Local Plan Areas within Orange County, two Head Start representatives and two community representatives, one selected by each Party. The Committee will review the written summaries submitted by the Parties and reach a consensus as to the resolution of the dispute and render a final written document of its findings to the Parties within 30 business days.

6. **NOTICE.** All notices to be given pursuant to this Agreement, by either Party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

SELPA:

Capistrano SELPA
33122 Valle Road
San Juan Capistrano, CA 92675

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

Fax: (949) 240-9047

Phone: (949) 234-9281

HEAD START:

Orange County Head Start, Inc.
2501 South Pullman Street
Santa Ana, CA 92705

Attn: Valerie Padilla,
Director of Center and Program Operations

Fax: (949) 596-8297

Phone: (714) 241-8920

7. **HEADINGS AND DEFINITIONS.** The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings. The Parties agree that words shall have their usual meaning unless the context or a definition clearly indicated a different meaning.

8. **CONSTRUCTION.** The text of this Agreement is the product of negotiation among all of the Parties and is not to be construed as having been prepared by one Party or the other Party, but shall be construed as if all Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one Party.
9. **MODIFICATIONS.** This Agreement is the complete agreement of the Parties. Any change or modification. Amendment or addendum hereto shall be made in writing, signed and approved by each party.
10. **APPLICABLE LAW.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California and related federal laws. The Parties shall be subject to and comply with all laws, rules, and regulations as they exist now or may be hereinafter amended or changes which are related to the provision of services under this Agreement.
11. **SEVERABILITY.** Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.
12. **COOPERATION.** The Parties agree to do all things necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.
13. **AUTHORIZED SIGNATURES.** The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties.
14. **COUNTERPARTS.** This Agreement may be signed and delivered in two (2) or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures. A copy or original of this Agreement with all signature pages appended together shall be deemed a fully executed Agreement.
15. **STATUS OF AGENCIES.** SELPA, the LEAs and Head Start are independent and separate agencies and each shall be wholly responsible for the manner in which it performs the services required under this Agreement.
16. **SELPA APPROVAL.** This Agreement is subject to approval by the SELPA's governing body. The SELPA agrees that it will submit this Agreement to its governing body for approval at the next available meeting.

IN WITNESS WHEREOF, the Parties hereto have approved and caused this Agreement to be executed.

ORANGE COUNTY HEAD START, INC.



Colleen Versteeg, Executive Director

Date: _____

4/9/12

CAPISTRANO SPECIAL EDUCATION
LOCAL PLAN AREA

Sara Jocham, Assistant Superintendent,
SELPA and Special Education Operations

Date: _____

SELPA APPROVAL: _____

DDH:lkr

OCDE/NHSP/Shared Documents/Head Start IAA 2013

APPENDIX A
List of Head Start Grantee and Delegate Agencies

ORANGE COUNTY HEAD START, INC.

2501 S. Pullman Street, Suite 100, Santa Ana, CA. 92705-5511 (714)241-8920

Rev. 1-22-13

BADEN POWELL HS*

Valerie Rivera, CD
801 South Gaymont Street
Anaheim, CA 92804-3916
714.236.4224
714.236.9012 Fax
License: 304270998
Licensed Capacity: 80

BREA HS

Amelia Quezada, CD
408 South Flower Avenue
Brea, CA 92821-5438
714.990.4391
714.990.2045 Fax
License: 304270245
Licensed Capacity: 35

BUENA PARK HS*

Sofia Valdivia, CD
6725 Dale Street
Buena Park, CA 90621-3687
714.521.1909
714.521.1917 Fax
License: 304270533
Licensed Capacity: 60

BUENA PARK EHS*/**

Sofia Valdivia, CD
6625 Dale Street
Buena Park, CA 90621-3687
714.367.1111
714.367.1114 Fax
License: 304370638
Licensed Capacity: 16

CAPO VALLEY HS

Susie Collins, CD
31485 El Camino Real
San Juan Capistrano, CA 92675-2600
949.661.6978
949.661.2375 Fax
License: 304370063
Licensed Capacity: 60

CENTRALIA HS

Angelica Alaniz, CD
6627 La Cienaga Drive
Buena Park, CA 90620-2395
714.228.9004
714.228.9040 Fax
License: 304270109
Licensed Capacity: 51

D.L. WOOD HS

Jerelyn Cowan, CD
12741 Main Street
Garden Grove, CA 92840-5204
714.741.8130
714.741.8136 Fax
License: 304270462
Licensed Capacity: 75

DELHI HS

Teresa Nunez, CD
505 E. Central Ave, Ste A
Santa Ana, CA 92707-3503
714.361.8866
714.361.8869 Fax
License: 304370465
Licensed Capacity: 51

EVELYNE LOBO VILLEGAS HS*

Doris Fusco, CD
32204 Del Obispo Street
San Juan Capistrano, CA 92675-3438
949.661.5243
949.661.5368 Fax
License: 304270832
Licensed Capacity: 40

FULLERTON HS

Dora De Los Rios, CD
341 South Courtney Avenue
Fullerton, CA 92833-3229
714.447.3005
714.447.3026 Fax
License: 304270534
Licensed Capacity: 69

GLENN MARTIN HS*/***

Mayra Merin, CD
1008 West Russell Avenue
Santa Ana, CA 92707-1145
714.427.1290
714.427.1293 Fax
License: 304270969
Licensed Capacity: 60

HAWAIIAN GARDENS HS*

Sharon Whitaker, CD
22150 Wardham Avenue
Hawaiian Gardens, CA 90716-1700
562.421.1843 or 425.1894
562.497.3993 Fax
License: 191602406
Licensed Capacity: 65

HOPE*

Paula Todini CD
13841 Milton Avenue
Westminster, CA 92683-2917
714.230.3832
714.230.3835 Fax
License: 304370741
Licensed Capacity: 60

JEANNE HARDY HS*

Billiejo Hubbs, CD
17175 Emerald Lane
Huntington Beach, CA 92647-8702
714.842.1221
714.842.0491 Fax
License: 304270105
Licensed Capacity: 68

K.I.D.S. HS*/**

Maricruz Mendoza CD
1002 West 2nd Street
Santa Ana, CA 92703-3929
714.541.8164
714.547.2471 Fax
License: 304270967 (HS)
License: 304270968 (EHS)
Licensed Capacity: 64/8

MATT KLINE HS*

Keisa Jones, CD
2043 Meyer Place
Costa Mesa, CA 92627-2967
949.548.4480 or 548.6930
949.548.5138 Fax
License: 300603968
Licensed Capacity: 80

MIDWAY HS

Katrina Martinez, CD
14900 Park Lane
Midway City, CA 92655-1128
714.889.1494
714.889.1497 Fax
License: 304370393
Licensed Capacity: 42

PLACENTIA HS*/***

Kim Smith, CD
840 South Melrose Street
Placentia, CA 92870-7117
714.632-8787
Fax: 714.632.8788
License: 304370087
Licensed Capacity: 80

RUBY DRIVE HS

Laura Tello, CD
601 Ruby Drive
Placentia, CA 92870-4828
714.854-8787
714.598.6393 Fax

License: 304370466
Licensed Capacity: 60

SCHWEITZER HS

Shalise Douglas, CD
211 South Dale Avenue
Anaheim, CA 92804-2006
714.229.8790
714.229.8793 Fax
License: 304370002
Licensed Capacity: 60

STANTON HS

Janis Jones, CD
8050 Chapman Ave.
Stanton, CA 90680
714.230.3814
714.230.3819
License: 304370637
Licensed Capacity: 60

TOPAZ HS */**

Talishia Gadlin, Ed Mgr
1600 Sapphire Road
Fullerton, CA 92831-2697
714.854.1534
714.854.1529 Fax
License: 304370001 (HS)
License: 304270999 (EHS)
Licensed Capacity: 80/16

WALTER HS

Dinorah Alfaro
9200 Pacific Place
Anaheim, CA 92804-6387
714.761.4967
714.229.7386 Fax
License: 300614170
Licensed Capacity: 51

NORTH HOME BASE

Erica Collier
Home Base Supervisor
1600 Sapphire Road
Fullerton, CA 92831-2697
714.854.1534
714.854.1529 Fax

SOUTH HOME BASE

Mercedes Williams
Home Base Supervisor
505 E. Central Ave
Santa Ana, CA 92707-3503
714.481.9640

PLACENTIA KITCHEN

Hashima Lutfi, Food Svc Supervisor
Kitchen: 714.632.0308
Kitchen Fax: 714.632.3543

TED FISHER KITCHEN

Virginia Ferniz, Food Svc Supervisor
Kitchen: 714.934.6345
Kitchen Fax: 714.889.5798

KEY

*Full Day Program Available

**Early Head Start Available

CD = Center Director

Orange County Head Start, Inc.

DELEGATES CENTER DIRECTORY

Updated 1/18/2013

ANAHEIM CITY SCHOOL DISTRICT

(Admin)
Noemi Villegas
Child Development Coordinator
131 S. Midway Drive
Anaheim, CA 92805-5749
714.517-7518
Fax 714.571.8772*

EDISON HEAD START

1526 East Romneya Drive
Anaheim, CA 92805-1214
714.517.8994
Fax 714.517.9229*

FRANKLIN HEAD START

506 S. Janss Street
Anaheim, CA 92805-4519
714.517.7120
Fax 714. *

HENRY HEAD START

1123 West Romneya Drive
Anaheim, CA 92801-2109
714.517.8990
Fax 714.517.9233*

MADISON HEAD START

1510 S. Nutwood Street
Anaheim, CA 92804-6023
714.517-8993
Fax 714.517.9243*

PALM LANE HEAD START

1646 W. Palm Lane
Anaheim, CA 92802-2007
714.517.8991
Fax 714.517.9242*

REVERE HEAD START

131 W. Midway Drive
Anaheim, CA 92805-6507
714.517.7524
Fax 714.517.8772*

ROSS HEAD START

535 S. Walnut
Anaheim, CA 92802-1450
714.517.8989
Fax 714.517.9246*

THE CITY OF LA HABRA

(Admin)
Catherine Villanueva
Child Development Division Mgr.
215 N. Euclid Street
La Habra, CA 90631-4616
562.905.9630
Fax 562.905.9663

CLAIRE BROWN

305 S. Euclid Street
La Habra, CA 90631-5412
562.905-9635
Fax 562.694.4935*
Contact: Judy Penalzoa

EUCLID MAIN

215 N. Euclid Street
La Habra, CA 90631-4616
562.694.3455
Fax 562. *
(HS Wrap; and EHS programs here)
EHS Contact: Michelle Garcia

LAMBERT

1060 West Lambert Road
La Habra, CA 90631-6701
562.694.3455
Fax 562.694.4935*
(HS-PD; Home Base; EHS)
Contact: Araceli Morales

IRVINE UNIFIED SCHOOL DISTRICT

(Admin and HEAD START Center)
Pat Desimone
Early Childhood Education
Coordinator
One Smoketree Lane
Irvine, CA 92604-3158
949.936.5855
Fax 949.396.5859

OCPT HEAD START

(Admin)
Robyn Class, Executive Director
1063 N. Glassell Street
Orange, CA 92867-5602
714.639.4000
Fax 714.639.3408
(EHS)

CENTER Child Development Ctr.

18602 E. Center Ave.
Orange, CA 92869-3520
714.997.4980
Fax 714.639.3408

HANDY Child Development Ctr.

860 N. Handy Street
Orange, CA 92867-7243
714.289.1175
Fax 714.639.3708*

HEWES Child Development Ctr.

392 S. Hewes Street
Orange, CA 92869-4023
714.639.4187
Fax 714.639.3408*

TAFT Child Development Ctr.

Taft Elementary
1829 N. Cambridge Street
Orange, CA 92865-4409
714.974.6310
Fax 714.639.3408*

WEST ORANGE Child Development Ctr.

West Orange Elementary
243 S. Bush Street
Orange, CA 92868-3802
714-532-1300
Fax *
(Main & Chapman)

SANTA ANA UNIFIED SCHOOL DISTRICT

(Admin)
Charlotte Ervin
Head Start Coordinator
1629 S. Center Street
Santa Ana, CA 92704-4111
714.431.7576
Fax 714.431.7596*

BROADWAY CENTER

321 W. Washington Avenue
Santa Ana, CA 92706-3910
714.558.6595
Fax 714.558.6599*
Main-between 17th & 1st

KENNEDY CENTER

1300 E. McFadden Avenue
Santa Ana, CA 92705-4104
714.972.5785
Fax 714.972.5784*
Between Main & Grand

KING CENTER

1001 Graham Lane
Santa Ana, CA 92703-4726
714.972.6000
Fax 714. *

MITCHELL CENTER

3001 W. Harvard Street
Santa Ana, CA 92704-3913
714.430.5611
Fax 714.430.5699*
Fairview
HS & EHS

MONTE VISTA CENTER

2116 W. Monte Vista Avenue
Santa Ana, CA 92704-2826
714.564.8585
Fax 714.564.8589*
McFadden-Between
Fairview/Bristol

ROOSEVELT CENTER

501 S. Halladay Street
Santa Ana, CA 92701-6114
714.564.1286
Fax 714.564.1285*
Halladay-Between Main/Grand /
McFadden/1st

APPENDIX B
List of School District and SELPA Contacts Related to
Implementation of the Agreement



ORANGE COUNTY LEA/SELPA
Preschool Special Education Contacts to OC Head Start
2012-2013

LEA/SELPA	Preschool Special Education Contact
Anaheim City School District 1001 South East Street Anaheim, CA 92805	<i>Contact</i> Stacy Wheat <i>Phone:</i> 714-517-7531 X2 <i>Fax:</i> 714-776-7902 <i>Email:</i> swheat@acsd.us
Brea Olinda Unified School District 1 Civic Center Circle Brea, CA 92821 Northeast Orange County SELPA	<i>Contact</i> Jeanine Leech <i>Phone:</i> 714-990-7820 or 714-469-0464 <i>Fax:</i> 714-529-2137 <i>Contact</i> Susine Grein, School Psychologist <i>Phone:</i> 714-990-7058 <i>Fax:</i> 714-990-7899 <i>Email:</i> jleech@bousd.k12.ca.us
Buena Park School District Special Services Department Buena Park School District Office 6885 Orangethorpe, Avenue Buena Park, CA 90620 North Orange County SELPA	<i>Contact</i> Katie Purnick <i>Phone:</i> 714-736-4287 <i>Fax:</i> 714-670-7188 <i>Email:</i> kmanzer@bpsd.k12.ca.us
Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675	<i>Contact</i> Dr. Rana Shah Early Intervention Transition Specialist <i>Phone:</i> 949-234-9293 <i>Fax:</i> 949-240-9047 <i>Email:</i> rmshah@capousd.org
Centralia School District 6625 La Palma Ave. Buena Park, CA 90620 Greater Anaheim SELPA	<i>Contact</i> Mary Ann Alvarado Student Services <i>Phone:</i> 714-228-3141 <i>Fax:</i> 714-523-5981 <i>Email:</i> mary_ann_alvarado@cesd.us
Cypress School District 9470 Moody St. Cypress, CA 90630 Greater Anaheim SELPA	<i>Attn</i> Jackie Mooneyham (Secty) <i>Email:</i> jmooneyham@cypsd.k12.ca.us <i>Phone:</i> 714-220-6922 <i>Fax:</i> 714-220-6703 <i>Contact</i> Cathy Rokicki Program Spec/School Psych <i>Phone:</i> 714-220-6970 <i>Email:</i> crokicki@cypsd.k12.ca.us
Fountain Valley School District 10055 Slater Avenue Fountain Valley 92708 West Orange County Consortium for Special Education (WOCCSE)	<i>Contact</i> Nicole Burtle <i>Phone:</i> 714-378-4204 <i>Fax:</i> 714-378-4209 <i>Email:</i> burtlen@fvsd.us
Fullerton School District 1401 West Valencia Drive Fullerton, CA 92833 North Orange County SELPA	<i>Contact</i> Kellie White PAT Coordinator <i>Phone:</i> 714-447-7510 <i>Fax:</i> 714-447-7793 <i>Email:</i> kellie.white@fcsd.k12.ca.us
Garden Grove Unified School District 10331 Stanford Ave. Garden Grove, CA 92840	<i>Contact</i> Lorraine Rae Executive Director of Spec Ed <i>Phone:</i> 714-663-6191 <i>Fax:</i> 714-663-6399 <i>Email:</i> lrae@ggusd.k12.ca.us

LEA/SELPA	Preschool Special Education Contact
Huntington Beach City School District 20451 Cramer Lane Huntington Beach, CA 92646 West Orange County Consortium for Special Education (WOCCSE)	<i>Contact</i> Bonnie Aguinaga <i>Phone:</i> 714-964-8888 X2702 <i>District</i> 714-378-2058 <i>Fax:</i> 714-378-1513 <i>Email:</i> baguinaga@hbcasd.us
Irvine SELPA 5050 Barranca Parkway Irvine, CA 92604	<i>Contact</i> Kari Garron <i>Phone:</i> 949-936-5879 <i>Fax:</i> 949-936-5859 <i>Email:</i> karigarron@iusd.org
Laguna Beach Unified School District 550 Blumont Street Laguna Beach, CA 92651 South Orange County SELPA	<i>Contact</i> Irene White Director, Spec Ed & Student Services <i>Phone:</i> 949-497-7700 X208 <i>Fax:</i> 949-497-3199 <i>Email:</i> iwhite@lagunabeachschools.org
La Habra City School District 500 North Walnut Street La Habra, CA 90631 North Orange County SELPA	<i>Contact</i> Whitney Reeve School Psychologist <i>Phone:</i> 562-690-2311 <i>Fax:</i> 714-690-4154 <i>Email:</i> wreeve@lhcsd.k12.ca.us <i>Contact</i> Teri Lourer Administrative Director Student Support Services <i>Phone:</i> 562-690-2336 <i>Email:</i> tlouer@lhcsd.k12.ca.us
Los Alamitos Unified School District 10293 Bloomfield Street Los Alamitos, CA 92720 Greater Anaheim SELPA	<i>Contact</i> Sande Gendel <i>Phone:</i> 562-799-4580 X 72205 <i>Fax:</i> 562-799-4589 <i>Email:</i> sgendel@losal.org
Lowell Joint School District 11019 Valley Home Ave Whittier, CA 90603 North Orange County SELPA	<i>Contact</i> Wendy Myers Program Specialist <i>Phone:</i> 562-943-0211 <i>Fax:</i> 562-947-3620 <i>Email:</i> wmeyers@ljsd.org
Magnolia School District 2705 W. Orange Ave. Anaheim, CA 90804 Greater Anaheim SELPA	<i>Attn:</i> Jane Stermer <i>Phone:</i> 714-761-5533 X307 <i>Email:</i> jstermer@msd.k12.ca.us <i>Contact</i> Sandra Panozzo-Solanto Preschool Assessment Team <i>Phone:</i> 714-761-5533 X316 <i>Fax:</i> 714-826-8736 <i>Email:</i> spanozzo-solanot@msd.k12.ca.us
Newport Mesa SELPA 2985-A Bear Street Costa Mesa, CA 92626	<i>Contact</i> Mary Shields, Coordinator - Special Education <i>Phone:</i> 949-515-6632/24 <i>Fax:</i> 949-515-6633 <i>Email:</i> mshields@nmusd.us
Ocean View School District 17200 Pinehurst Lane Huntington Beach, CA 92647 West Orange County Consortium for Special Education (WOCCSE)	<i>Contact</i> Linda Still <i>Phone:</i> 714-847-2551 X2341 <i>Fax:</i> 714-377-0952 <i>Email:</i> lstill@ovsd.org
Orange Unified School District 1401 N. Handy Street Orange, CA 29867	<i>Contact</i> Bree Tippetts <i>Phone:</i> 714-997-6202 <i>Fax:</i> 714-997-6270 <i>Email:</i> btippetts@orangeusd.org

LEA/SELPAs	Preschool Special Education Contact
Placentia-Yorba Linda Unified School District 1301 E. Orangethorpe Ave. Placentia, CA 92870 Northeast Orange County SELPA	<i>Contact</i> Jackie Rico <i>Phone:</i> 714-986-7072 X53053 <i>Email:</i> jrico@pylUSD.org Debbie Reischman, Secty <i>Phone:</i> 714-985-8660 X82686 <i>Fax:</i> 714-985-8714
Saddleback Valley Unified School District 25631 Peter A. Hartman Way Mission Viejo, CA 92691 South Orange County SELPA	<i>Contact</i> Chris Brayley <i>Phone</i> 949-707-5276 <i>Fax:</i> 949-598-3755 <i>Email:</i> brayleyc@svusd.org
Santa Ana Unified School District 1601 East Chestnut Santa Ana, CA 92701	<i>Contact</i> Mark Bello Special Education Administrator <i>Email:</i> Mark.Bello@SAUSD.US <i>Phone:</i> 714-430-5600 <i>Contact</i> Rocio Pulido <i>Phone:</i> 714-430-5618 <i>Fax:</i> 714 430-5696
Savanna School District Special Education Office 1330 S. Knott Ave. Anaheim, CA 92804 Greater Anaheim SELPA	<i>Contact</i> Mandee Pulver <i>Phone:</i> 714-3840 X344 <i>Fax:</i> 714-828-5325 <i>Email:</i> mandee.pulver@savsd.org
Tustin SELPA 300 South "C" Street Tustin, CA 92780	<i>Contact:</i> Sharon Calvo Special Education Facilitator <i>Phone</i> 714-730-7301 X375 <i>Fax:</i> 714-832-9087 <i>Email:</i> scalvo@tustin.k12.ca.us
Westminster School District 14121 Cedarwood Ave. Westminster, CA 92638 West Orange County Consortium for Special Education (WOCCE)	<i>Contact</i> Diane Hall Parent Liaison <i>Phone:</i> 714-894-7344 <i>Fax:</i> 714-901-1259 <i>Email:</i> dhall@wsd.k12.ca.us

MULTI-DISTRICT SELPAS	
Greater Anaheim SELPA 7300 La Palma Ave. Bldg 6 Buena Park, CA 90620 (Centralia, Cypress, Los Alamitos, Magnolia, Savana)	<i>Contact</i> Kay Fielder <i>Cell</i> 714-726-1564 <i>Phone:</i> 714-828-1766 X26 <i>Fax:</i> 714-828-6763 <i>Email:</i> kfielder@ocde.us
North Orange County SELPA 1021 Bastanchury Ste. 161 Fullerton, CA 92833 (Buena Park, Fullerton, La Habra, Lowell)	<i>Contact</i> Laura Gethard Beach Program Specialist <i>Phone:</i> 714-870-4850 X12 <i>Fax:</i> 714-870-9643 <i>Email:</i> lbeach@ocde.us
South Orange County SELPA 25631 Peter A. Hartman Way Mission Viejo, CA 92691 (Saddleback Valley, Laguna Beach)	<i>Contact</i> Karen Erkel, Program Spec <i>Phone:</i> 949-580-3395 <i>Fax:</i> 949-580-3414 <i>Email:</i> Karen.Erkel@svusd.org
West Orange County Consortium for Special Education (WOCCE) 5832 Bolsa Avenue Huntington Beach, CA 92649 (Fountain Valley, Huntington Beach, Ocean View, Westminster)	<i>Contact</i> Linda Forsythe Director <i>Phone:</i> 714-903-7000 X4610 <i>Fax:</i> 714-372-8109 <i>Email:</i> lforsythe@hbuhdsd.edu

APPENDIX C
List of Head Start Disabilities Managers and Head Start
Senior Management Contacts Related to Implementation of
the Agreement

Orange County Head Start, Inc.
2501 South Pullman Street
Santa Ana, CA 92705

Colleen Versteeg
Executive Director
714-241-8920
colleen.versteeg@ochsinc.org

Valerie Padilla
Division Director of Center and Program Operations
714-241-8920
valerie.padilla@ochsinc.org

Sonia A. Moser
Disabilities/Inclusion Manager
Orange County Head Start
714-241-8920 ext. 10268
sonia.moser@ochsinc.org

APPENDIX D
List of SELPA Directors and School District Directors of
Special Education



Orange County Directors of Special Education for School Districts and SELPAs 2012 - 2013

ORGANIZATION	FIRST NAME	LAST NAME	PHONE	FAX	EMAIL ADDRESS
Anaheim City SELPA	Sherry	Blakely	714-517-7525	714-517-8551	slakely@acsd.k12.ca.us
Brea-Olinda USD	Jeanine	Leech	714-990-7820	714-529-2137	jleech@bousd.k12.ca.us
Buena Park SD	Michelle	Mukanos	714-736-4259	714-670-7188	mmukanos@bpsd.k12.ca.us
Capistrano SELPA	Sara	Jocham	949-234-9275	949-240-9047	srjocham@capousd.org
Centralia SD	Douglas	Staine	714-238-3141	714-523-5981	douglas_staine@cesd.k12.ca.us
Cypress SD	Troy	Hunt, Ed.D.	714-220-6921	714-220-6703	thunt@cypsd.k12.ca.us
Fountain Valley SD	Abby	Bickford	714-843-3281	714-843-3230	bickforda@fvcsd.k12.ca.us
Fullerton Joint UHSD	Greg	Endelman	714-870-2870	714-870-2856	gendelman@fjhsd.k12.ca.us
Fullerton SD	Laura	Rydell	714-447-7503	714-447-7793	laura_rydell@fsd.k12.ca.us
Garden Grove SELPA	Lorraine	Rae	714-663-6233	714-663-6399	lrae@ggusd.k12.ca.us
Greater Anaheim SELPA	Frank	Donavan, Ed.D.	714-828-1766	714-828-6763	fdonavan@ocde.us
Huntington Beach City SD	Cathy	Cornwall	714-964-8888 x2045	714-963-9565	ccornwall@hbcasd.k12.ca.us
Huntington Beach UHSD	Jim	Keating	714-903-7000 x4410	714-372-8101	jkeating@hbusd.org
Irvine SELPA	Mary	Bevernick	949-936-5234	949-936-5239	mbeverni@iusd.org
La Habra City SD	Teri	Louer	562-690-2336	562-690-4154	tlouer@lhcsd.k12.ca.us
Laguna Beach USD	Irene	White	949-497-7700 x5208	949-497-3199	iwhite@lagunabeachschools.org
Los Alamitos USD	Norma	Del Rio	562-799-4700 x80420	562-799-4738	ndelrio@losal.org
Lowell Joint SD	Karen	Herbst	562-902-4275	562-947-3620	kherbst@ljsd.org
Magnolia SD	Annette	Cleveland	714-761-5533 x346	714-826-8563	acleveland@msd.k12.ca.us
Newport Mesa SELPA	Ann	Huntington	949-515-6769	949-515-6760	ahuntington@nmusd.us
North OC SELPA	Frank	Tocco	714-870-4850	714-870-9643	ftocco@ocde.us
Northeast OC SELPA	Joan	Akers	714-985-8659	714-577-8104	jakers@pylusd.k12.ca.us
OCDE	Dennis	Roberson	714-966-4130	714-545-6312	droberson@ocde.us
Ocean View SD	Lindy	Leech-Painter	714-847-2551 x1315	714-842-2075	lleech-painter@ovsd.org
Orange SELPA	Marcia	Schoger, Ed.D.	714-628-5550	714-628-4066	mschoger@orangeusd.org
Placentia Yorba-Linda USD	Joan	Akers	714-985-8659	714-577-8104	jakers@pylusd.k12.ca.us
Saddleback Valley USD	Douglas	Siembieda	949-580-3218	949-454-1711	siembiedad@svusd.org
Santa Ana SELPA	Doreen	Lohnes	714-558-5832	714-480-5311	doreen.lohnes@sausd.us
Savanna SD	Paul	Lavigne	714-236-3814	714-821-5073	paul.lavigne@savsd.org
SOC SELPA c/o SVUSD	Douglas	Siembieda	949-580-3411	949-580-3414	siembiedad@svusd.org
Tustin SELPA	Lori	Stillings, Ed.D.	714-730-7301 x314	714-832-9087	lstillings@tustin.k12.ca.us
Westminster SD	Reagan	Lopez	714-894-7344	714-901-1259	reagan.lopez@wsd.k12.ca.us
WOCCSE c/o HBUHSD	Anne	Delfosse	714-903-7000 x4601	714-372-8109	adelfosse@hbusd.org

APPENDIX E
Head Start Enrollment Referral Form

Administration Office

2501 S. Pullman Street, Ste. 100 • Santa Ana, CA 92705 • 714-241-8920

Enrollment Referral Form

Referring Agency:		Date:	
Contact Person:			
Name of Child:			
Date of Birth:		Child's Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
Parental Status: (Family members must be supported by the parent and living in this household to count as part of the family size.) <input type="checkbox"/> One Parent <input type="checkbox"/> Two Parents <input type="checkbox"/> Foster/Guardian <input type="checkbox"/> Grandparent <input type="checkbox"/> Other: _____			
Name of Mother/Guardian:		Date of Birth:	
Name of Father/ Guardian:		Date of Birth:	
Street Address:			Apt #:
City:		State:	Zip:
Home Phone #: () _____ - _____	Cell Phone #: () _____ - _____	Alternate #: () _____ - _____	
Does this child have an IEP/IFSP? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments:			
Is this child or family in any specific need or crisis? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments:			
Authorization: I consent that the information above will be sent to Orange County Head Start, Inc., as a referral for enrollment.			
Parent/Guardian Signature: _____		Date: _____	
<i>*Information below to be completed by OCHS staff only*</i>			
Received by: _____		Date: _____	
<small>(Signature of staff member receiving this referral form)</small>			
Given to: _____		Date: _____	
<small>(Name of the staff member this referral form is given to for follow up with the parent)</small>			
Send this Referral Form to Monica Portan-ERSEA Manager By Fax 949-596-8292 or e-mail to monica.portan@ochsinc.org			

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2012-13 =====

Board of Trustees Meeting.....MAY 22, 2013

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
5239	87	PACIFIC ROOFING SYSTEMS	BI:Const/Fac Acq /Reilly	135,894.75
5240	93	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	4,205.00
5241	87	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /HankeyMS	500.00
5242	98	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	5,880.13
5243	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	3,962.99
5244	98	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /SJHHS	750.00
6 Purchase Orders				\$151,192.87

EXHIBIT 13

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....MAY 22, 2013

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

PO No.	Fund	Vendor	Description	Amount
324453	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	544.54
324454	1	NASCO WEST	InstMtls/Instrctn/DJAMS	830.41
324455	13	DELL COMPUTER	Comprr /FoodServ/CVHS	943.48
324456	13	FONTIS SOLUTIONS	Tr Intfd/FoodServ/Dstrctwd	485.23
324457	1	LIBRARY VIDEO COMPANY	InstMtls/Instrctn/Tesoro	137.44
324458	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	353.15
324459	13	ICON ENCLOSURES INC.	LrgEquip/FoodServ/Dstrctwd	4,200.00
324460		VOID	VOID	0.00
324461	1	PEARSON ASSESSMENTS	InstMtls/SE0thIns/Dstrctwd	2,996.38
324462		VOID	VOID	0.00
324463	1	BRAIN POP LLC	Serv& Op/Instrctn/FNMS	804.60
324464	1	SO OREGON EDUC SERVICE DIST	SpIsNonI/HlthServ/Dstrctwd	347.80
324465	1	HUMANWARE	Rnt&Repr/SE0thIns/Dstrctwd	196.39
324466		VOID	VOID	0.00
324467		VOID	VOID	0.00
324468	1	MARKET MAPS	InstMtls/SE0thIns/Dstrctwd	318.60
324469	11	STECK-VAUGHN CO	InstMtls/Instrctn/Dstrctwd	670.85
324470	1	HAWTHORNE EDUCATIONAL SERV	SpIsNonI/SupvAdmn/RH Dana	330.48
324471	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	8,411.30
324472	1	LINGUI SYSTEMS INC	InstMtls/SDCInstr/Dstrctwd	151.09
324473	1	SOUTHWEST SCHOOL SUPPLY	NonCapEq/Instrctn/Bathgate	616.59
324474	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	240.30
324475	13	LDG CORPORATION dba	SmlEquip/FoodServ/Dstrctwd	657.44
324476	1	NASCO WEST	InstMtls/Instrctn/SMS	886.39
324477	1	THINKING MAPS INC	InstMtls/Instrctn/OsoGrand	8,070.84
324478	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	983.97
324479	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/SMS	8,100.00
			InstMtls/Instrctn/SMS	3,207.60
324480	1	SEGERSTROM CENTER FOR THE ARTS	Serv& Op/Instrctn/Reilly	1,015.00
324481	1	!ACE TUTORING SERVICES INC	CnsItSvs/Instrctn/Dstrctwd	27,701.10
324482	1	CLUB Z! IN-HOME TUTORING	CnsItSvs/Instrctn/Dstrctwd	10,288.98
324483	1	OXFORD TUTORING CENTER INC	CnsItSvs/Instrctn/Dstrctwd	42,738.84
324484	1	iAPRENDE! TUTORING	CnsItSvs/Instrctn/Dstrctwd	33,241.32
324485	1	WEST EAST COMMUNITY ACCESS	CnsItSvs/Instrctn/Dstrctwd	791.46
324486	1	#1 ACADEMIC TUTORING INC	CnsItSvs/Instrctn/Dstrctwd	1,582.92
324487	1	COMPLETE OFFICE OF CA	InstMtls/Instrctn/Dstrctwd	38.85
324488	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	3,249.60
324489	1	TEACH N TUTOR INC	CnsItSvs/Instrctn/Dstrctwd	7,914.60
324490	13	ICON ENCLOSURES INC.	SmlEquip/FoodServ/Dstrctwd	327.00
324491	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/RH Dana	1,800.00
324492	1	PROFESSIONAL TUTORS OF AMERICA	CnsItSvs/Instrctn/Dstrctwd	3,951.30
324493	13	INDIGO BRIDGE TECHNOLOGIES LLC	Comprr /FoodServ/Dstrctwd	2,000.00
324494		VOID	VOID	0.00
324495	1	LAKESHORE LEARNING MATERIALS	SpIsNonI/PsychSer/Dstrctwd	19.24
324496	1	RIVERSIDE PUBLISHING CO	SpIsNonI/PsychSer/Dstrctwd	241.94

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MAY 22, 2013

PO No.	Fund	Vendor	Description	Amount
324497	1	PC MALL GOV	Serv& Op/Instrctn/CVHS	149.25
324498	1	ACCESS TO LEARNING LLC	CnsltSvs/Instrctn/Dstrctwd	7,063.14
324499	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Marblehd	1,050.00
324500	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	13,725.00
324501		VOID	VOID	0.00
324502	12	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	3,769.20
324503	12	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	753.84
324504	1	APPLE COMPUTER INC	NonCapEq/SE0thIns/Dstrctwd	12,369.60
324505	1	ORANGE COUNTY DEPT. OF ED	Serv& Op/SupvAdmn/Dstrctwd	2,600.00
324506	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/ANHS	7,888.24
324507	1	CALIFORNIA STATE TEACHER'S	STRS:CE /Supt /Dstrctwd	179,035.86
324508	1	APPLE COMPUTER INC	InstMtls/Instrctn/Marblehd	214.92
324509	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	500.00
324510	1	DEMCO	SpplsNonI/Libr&Med/LRMS	32.10
324511	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	1,000.00
324512	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	7,763.67
324513	1	REALLY GOOD STUFF	InstMtls/SE0thIns/Dstrctwd	1,545.42
324514	1	WAL MART L.N.	Serv& Op/Enterprs/Dstrctwd	145.00
324515	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	1,387.00
324516	1	ULINE	InstMtls/SE0thIns/Dstrctwd	830.00
324517		VOID	VOID	0.00
324518	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	134.02
324519		VOID	VOID	0.00
324520	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	190.08
324521	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	4,095.36
324522	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	218.41
324523	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/Del Obis	8,283.60
324524	1	ACADEMIC THERAPY PUBL	SpplsNonI/Spch Aud/Dstrctwd	930.50
324525	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	62,406.29
324526	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	1,337.56
324527	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	259.60
324528	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	579.20
324529	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	294.19
324530	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	515.18
324531	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	45.31
324532	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	1,566.43
324533	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/ANHS	1,272.73
324534	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SCHS	2,461.54
324535	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/Tesoro	559.44
324536	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	656.56
324537	1	DELL COMPUTER	NonCapEq/PsychSer/Dstrctwd	8,529.20
324538	1	GOPHER ATHLETIC	InstMtls/Instrctn/VdelMarE	810.59
324539		VOID	VOID	0.00
324540	1	GOV CONNECTION INC	InstMtls/Instrctn/Hiddn Hl	482.76
324541	1	MAKIT PRODUCTS INC	InstMtls/Instrctn/Hiddn Hl	597.62
324542	1	PHONAK INC	Rnt&Repr/HlthServ/Dstrctwd	3,681.45
324543		VOID	VOID	0.00
324544	1	PEARSON ASSESSMENTS	NonCapEq/Spch Aud/Dstrctwd	33,516.00
324545	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Moulton	806.00
324546	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	679.92

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PO No.	Fund	Vendor	Description	Amount
324547	1	ORANGE COUNTY DEPT OF EDUC	InstMtls/Instrctn/SMS	216.00
324548	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	25.00
324549	1	ORANGE COUNTY DEPT OF EDUC	SpplsNonI/Sch Adm /Crn Vllly	80.84
324550	1	READ NATURALLY	SpplsNonI/SupvAdmn/Dstrctwd	117.99
324551		VOID	VOID	0.00
324552	1	MCALLISTER, HEATHER	Serv& Op/Instrctn/SVCS	50.00
324553	1	NOWAKOWSKI, NATASHA	Serv& Op/Instrctn/SVCS	209.02
324554	1	MATRANGA, LESLIE	Serv& Op/Instrctn/SVCS	50.00
324555	1	CHENAULT, MICHELLE	Serv& Op/Instrctn/SVCS	214.39
324556	1	NEWHART ASB	InstMtls/Instrctn/Dstrctwd	150.00
324557	1	MIX, DANIELLE	Serv& Op/Instrctn/MssHills	256.74
324558	1	ORANGE COUNTY DEPT OF EDUCAT	PrepdExp/Undesig /Dstrctwd	3,300.00
324559	1	BRAIN POP LLC	InstMtls/Instrctn/AVMS	1,270.75
324560	1	THINKING MAPS INC	PrepdExp/Undesig /Dstrctwd	4,785.00
324561		VOID	VOID	0.00
324562	1	OTTOBOCK	SpplsNonI/HlthServ/Dstrctwd	109.08
324563		VOID	VOID	0.00
324564	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	200,000.00
324565	1	EDUCATIONAL TESTING AND	CnsltNon/PsychSer/Dstrctwd	6,000.00
324566	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	3,218.40
324567	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	500.00
324568	1	SCHOLASTIC BOOK CLUBS	Bks&Ref /Libr&Med/AVMS	424.37
324569	1	BEYOND TECHNOLOGY	Serv& Op/Instrctn/CVCS	5,904.00
324570	1	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	165.00
324571	1	STATE OF CALIFORNIA	Serv& Op/Instrctn/Del Obis	128.00
324572	1	ORANGE COUNTY DEPT OF EDUC	InstMtls/Instrctn/RH Dana	64.67
324573	1	ORANGE COUNTY DEPT OF EDUC	InstMtls/Instrctn/Castille	135.00
324574		VOID	VOID	0.00
324575	1	WOODWIND AND BRASSWIND	InstMtls/Instrctn/Dstrctwd	3,000.00
324576	1	COPE, AMY	Serv& Op/Instrctn/St Edwrd	540.00
324577	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	10.00
324578	1	DON JUAN AVILA MS ASB	InstMtls/Instrctn/Dstrctwd	150.00
324579	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/AVMS	10.00
324580	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Hiddn Hl	29,520.00
324581	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/San Juan	3,325.00
324582	12	DELL COMPUTER	SpplsNonI/Sch Adm /Dstrctwd	413.29
324583	1	APPLE COMPUTER INC	NonCapEq/Instrctn/SJHHS	12,403.37
324584		VOID	VOID	0.00
324585	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/San Juan	376.92
324586	1	CARD INTEGRATORS	SpplsNonI/PuplTran/Dstrctwd	274.20
324587	1	DELL COMPUTER	NonCapEq/Sch Adm /Del Obis	444.32
324588	1	RIDDELL	InstMtls/CurAthlt/ANHS	1,725.62
324589	1	DELL COMPUTER	NonCapEq/Sch Adm /Del Obis	1,866.90
324590	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	11,030.64
324591	1	TRANSTRAKS	Serv& Op/PuplTran/Dstrctwd	750.00
324592	1	SEHI COMPUTER	InstMtls/Instrctn/FNMS	173.40
324593	1	SHI	Serv& Op/TIS /Dstrctwd	38.56
324594	1	APPLE COMPUTER INC	SpplsNonI/TIS /Dstrctwd	42.12
324595	1	IMPERIAL INDUSTRIAL SUPPLY	InstMtls/Instrctn/ANHS	761.35
324596	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Del Obis	569.82

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PO No.	Fund	Vendor	Description	Amount
324597	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	200.00
324598	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	1,000.00
324599	1	REEL LUMBER	InstMtls/Instrctn/FNMS	1,000.00
324600	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	300.00
324601	1	GRANT LINK	Serv& Op/SupvAdmn/Dstrctwd	1,600.00
324602	1	GOPHER ATHLETIC	InstMtls/Instrctn/LRMS	616.65
324603	1	CALIFORNIA STATE PARKS	FieldTrp/Instrctn/AVMS	432.00
324604	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Enterprs/SMS	97.98
324605	1	LIEBERMAN, RICHARD A	CnsltNon/StDev In/Dstrctwd	2,200.00
324606	1	PEARSON EDUCATION	InstMtls/Instrctn/DHHS	452.35
324607	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/LFMS	3,157.00
324608	1	NASCO WEST	InstMtls/Instrctn/NHMS	529.64
324609	1	NASCO WEST	InstMtls/Instrctn/LRMS	1,000.00
324610	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	900.00
324611	1	SCHOOLMASTERS	SplsNonI/Sch Adm /Viejo	954.80
324612	1	TEACHERS PARADISE.COM	InstMtls/Instrctn/San Juan	66.42
324613	1	MINDWING CONCEPTS INC	InstMtls/SE0thIns/Dstrctwd	213.86
324614	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/San Juan	1,070.55
324615	1	EBERHARD EQUIPMENT	Rntl:Oth/Dist Veh/Dstrctwd	9,878.46
324616	1	STAPLES ADVANTAGE	SplsNonI/Purch /Dstrctwd	95.77
324617	1	FOLLETT EDUCATIONAL SERVICES	Bks&Ref /Instrctn/Las Palm	1,000.08
324618	1	FOLLETT EDUCATIONAL SERVICES	Bks&Ref /Instrctn/Del Obis	3,034.15
324619	25	LAWRENCE/ALICE LO	Dev Fees/Undesig /Dstrctwd	16,147.89
324620	1	ACSA REGION 17	CnfrNonI/Supt /Dstrctwd	55.00
324621	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/PsychSer/Dstrctwd	384.48
324622	1	APPLE COMPUTER INC	NonCapEq/Instrctn/SMS	4,123.20
324623	1	DELL COMPUTER	NonCapEq/Instrctn/Serra	8,529.20
324624	1	COMPLETE OFFICE OF CA	InstMtls/Instrctn/Dstrctwd	162.06
324625	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	193.00
324626	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	414.72
324627	1	DENAULT'S HARDWARE	InstMtls/Instrctn/Serra	1,300.00
324628	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Concordi	3,562.50
324629	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	768.96
324630	1	POLAR ELECTRO INC.	NonCapEq/Instrctn/DJAMS	3,220.72
324631	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	3,732.48
324632	1	CVHS ASB	InstMtls/Instrctn/Dstrctwd	200.00
324633	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	414.72
324634	1	IMAGE 2000	InstMtls/Instrctn/Palisade	353.64
324635	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bergeson	1,080.00
324636	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	2,306.88
324637	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	1,000.00
324638	1	LIFETRENDS GROUP	InstMtls/Instrctn/OsoGrand	92.65
324639	1	BEST EQUIPMENT SERVICE	Rnt&Repr/Instrctn/ANHS	447.64
324640	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	1,244.16
324641	1	DELL COMPUTER	NonCapEq/Sch Adm /Del Obis	2,989.52
324642	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	2,709.60
324643	1	DELL COMPUTER	F&EInstl/Instrctn/Del Obis	17,911.32
324644	1	INSIGHT SYSTEMS EXCHANGE	F&EInstl/Instrctn/SCHS	21,146.40
324645	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	1,042.47
324646	12	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /Dstrctwd	753.84

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PO No.	Fund	Vendor	Description	Amount
324647	1	THE ECOLOGY CENTER	FieldTrp/Instrctn/Malcom	715.00
324648	1	PERMA-BOUND	K-12Text/Instrctn/SCHS	308.45
324649		VOID	VOID	0.00
324650	23	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /Viejo	500.00
324651	1	GOPHER ATHLETIC	InstMtls/Instrctn/San Juan	2,214.48
324652	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/SE0thIns/Dstrctwd	2,306.88
			InstMtls/Instrctn/Bridges	768.96
324653	23	DIVISION OF STATE ARCHITECT	BI:DSA /Fac Acq /Barcelon	500.00
324654	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	400.00
324655	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	1,000.00
324656	1	SKYLINE PEST CONTROL	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
324657	1	DELL COMPUTER	F&EInstl/Instrctn/Viejo	32,119.29
324658	1	APPLE COMPUTER INC	InstMtls/SDCInstr/Dstrctwd	867.84
324659	1	W W GRAINGER INC	SpplsNonI/RR:Bldgs/Dstrctwd	180,000.00
324660	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Dstrctwd	213,828.00
324661	14	WLC ARCHITECTS INC	Bldg Imp/Fac Acq /SCHS	3,240.00
324662	1	VERIZON WIRELESS	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
324663	1	VERIZON WIRELESS	SpplsNonI/RR:Bldgs/Dstrctwd	276.28
324664	1	SATORI SOFTWARE INC	Cmmnctns/Warehse /Dstrctwd	1,044.00
324665	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Malcom	12,500.00
324666	1	ARIEL SUPPLY	SpplsNonI/SupvAdmn/Dstrctwd	167.95
324667	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/LFMS	3,869.00
324668	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Enterprs/ANHS	84.61
324669	1	HEADSETS.COM	SpplsNonI/Enterprs/DJAMS	496.69
324670	1	HEADSETS.COM	SpplsNonI/TIS /Dstrctwd	880.85
324671	1	DIVERSIFIED METAL FABRICATORS	SpplsNonI/RR:Bldgs/BAMS	308.12
324672	1	GEORGE WHITE PTA	FieldTrp/Instrctn/GrgWhite	314.00
324673	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	1,000.00
324674	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/LRMS	1,000.00
324675	1	SCIENCE KIT & BOREAL LAB	InstMtls/Instrctn/LRMS	1,000.00
324676	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	400.00
324677	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	5,000.00
324678	1	BADEN SPORTS INC	InstMtls/Instrctn/Malcom	249.48
324679	1	S&R SPORT	NonCapEq/CurAthlt/ANHS	3,774.24
324680	1	AMERICAN CASUAL	InstMtls/SE0thIns/Dstrctwd	2,061.24
324681	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/DHHS	224.54
324682	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/CanViste	90.00
324683	1	APPLE COMPUTER INC	Serv& Op/Enterprs/CVHS	944.62
324684	1	FOLIOCOLLABORATIVE	Serv& Op/Instrctn/St Anne	950.00
324685	1	APPLE COMPUTER INC	Serv& Op/Enterprs/CVHS	944.62
324686	1	DIGITAL RIVER EDUCATION SVCS.	InstMtls/Instrctn/DHHS	2,167.00
324687	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DJAMS	401.29
324688	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/ANHS	1,140.48
324689	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Warehse /Dstrctwd	753.84
324690	1	DELL COMPUTER	NonCapEq/FacPlann/Dstrctwd	827.14
324691	1	READ NATURALLY	InstMtls/SE0thIns/Dstrctwd	162.84
324692	1	SATCO SUPPLY	InstMtls/Instrctn/FNMS	961.95
324693	12	CA DEPT OF ED	OthState/Undesig /Dstrctwd	7,882.00
324694	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	30.00
324695	1	READ NATURALLY	InstMtls/Instrctn/Hiddn Hl	1,047.30

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PO No.	Fund	Vendor	Description	Amount
324696	1	CHERRY TREE TOYS INC	InstMtls/Instrctn/FNMS	391.04
324697	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	433.92
324698	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	163.10
324699	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOTHins/Dstrctwd	431.96
324700	1	GOPHER ATHLETIC	InstMtls/CurAthlt/ANHS	3,937.82
324701	1	CCEA MODEL SCHOOLS PROGRAM	CnfrNonI/Sch Adm /Serra	55.00
324702	1	AUTISM SPECTRUM THERAPIES	NPA /NPA /Dstrctwd	7,631.25
324703	1	SCHOOL LOOP	Serv& Op/TIS /Dstrctwd	365.75
324704	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	460.00
324705	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	1,150.64
324706	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	390.00
324707	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	6,125.04
			Sub MHBC/NPS /Dstrctwd	15,619.00
			Sub MHBC/PsychSer/Dstrctwd	4,488.46
324708	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	12,864.00
324709	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	1,248.00
324710	1	CULVER-NEWLIN INC	SpplsNonI/Sch Adm /LRMS	1,300.00
324711	1	SHAMROCK SUPPLY CO INC	InstMtls/Instrctn/Reilly	31.75
324712	1	CAMCOR INC	NonCapEq/SEOTHins/Dstrctwd	7,666.01
324713	1	UCLA MATHEMATICS PROJECT	Conf:Ins/Instrctn/Viejo	425.00
324714	1	UCLA MATHEMATICS PROJECT	Conf:Ins/Instrctn/Viejo	850.00
324715	1	SAN CLEMENTE SPORTS	InstMtls/CurAthlt/SCHS	1,987.20
324716	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/PuplTran/Dstrctwd	69.50
324717	1	LIFETRENDS GROUP	SpplsNonI/Sch Adm /Tesoro	119.11
324718	1	CREATIVE FORMS DESIGN INC	SpplsNonI/Sch Adm /Tesoro	8,218.00

250 Purchase Orders \$1,550,649.85

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
185408	MAIL FINANCE	PO-320275	1,101.82
185409	MARKERBOARD PEOPLE	PO-323487	126.00
		PO-323657	115.00
185410	MHS	PO-323971	320.76
185411	MNJ TECHNOLOGIES DIRECT INC	PO-323580	35.87
		PO-323873	1,651.86
185412	MUSCO LIGHTING	PO-323305	3,941.32
185413	NASCO WEST	CM-130075	72.40-
		PO-322601	1,878.11
		PO-322802	481.10
		PO-323432	241.92
		PO-323433	829.31
		PO-323712	270.41
		PO-323965	799.07
185414	NATIONAL TEXTBOOK SERVICES	PO-323501	327.89
185415	NEFF COMPANY	PO-323745	56.10
185417	PRUDENTIAL OVERALL SUP	PO-322416	140.79
185418	PSYCHEMEDICS	PO-320110	391.30
185419	QUALITY TOWING	PO-321178	71.00
185420	RINCON TRUCK PARTS	PO-320575	99.92
		PO-322603	39.96
185421	SANTILLANA PUBL CO	PO-323518	780.00
		PO-324130	6,150.00
185422	SHI	PO-324151	177,808.83
185423	SMOG EXPRESS	PO-320557	49.95
185424	SOLAR SCHOOLHOUSE	PO-323803	1,074.62
185425	SOUTHWEST SCHOOL SUPPLY	PO-320066	32.41
		PO-320071	28.72
		PO-320306	397.56
		PO-320318	100.09
		PO-320457	97.19
		PO-320642	240.70
		PO-320773	90.27
		PO-320798	695.34
		PO-320809	112.32
		PO-321188	43.31
		PO-321224	87.26
		PO-321430	740.02
		PO-321463	323.57
		PO-322052	54.08
		PO-323218	421.72
		PO-323331	377.90
		PO-324009	313.20
		PO-324096	3,903.57

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Warrant Number	Name of Payee	Reference Number	Amount
185426	SPORTS FACILITIES GROUP INC	PO-320825	575.00
		PO-323930	1,566.60
185427	STAPLES ADVANTAGE	-	
		CM-130073	285.22-
		CM-130074	2.14-
		PO-320065	305.33
		PO-320072	42.19
		PO-320126	116.64
		PO-320299	149.93
		PO-320374	54.26
		PO-320590	736.22
		PO-320639	279.01
		PO-320641	535.17
		PO-320643	263.56
		PO-320775	650.62
185428	STAPLES ADVANTAGE	-	
		PO-320775	735.62
		PO-320800	651.65
		PO-320813	618.94
		PO-321521	39.86
		PO-321532	186.23
		PO-322720	3,495.42
		PO-322833	69.55-
		PO-322929	306.77
		PO-323280	344.98
		PO-323280	296.57
185429	STAPLES ADVANTAGE	PO-323602	77.01
		PO-323992	447.00
185430	TOON BOOM ANIMATION INC	PO-320563	5.51
185431	TRUCPAR CO	-	
185432	WATERLINES TECHNOLOGIES INC	PO-321070	17,764.19
		PO-321070	1,638.94
185433	WATERLINES TECHNOLOGIES INC	PO-324412	825.00
185434	WE DO MAIL	PO-320801	67.78
185435	SOUTHWEST SCHOOL SUPPLY	PO-320649	120.22
185436	STAPLES ADVANTAGE	PO-320893	1,530.00
185437	STAPLES ADVANTAGE	PO-324036	21.98
		PO-324321	14,980.00
185438	BENS ASPHALT	PO-320307	11,041.76
185439	CITY OF SAN JUAN CAPISTRANO	PO-324176	438.50
185440	CONSOLIDATED ELECT DISTR	PO-320321	15,035.53
185441	CR&R INCORPORATED	PO-322239	15,522.49
185442	DAVID TAUSSIG ASSOC INC	PO-323935	6,500.00
185443	HELLAS CONSTRUCTION INC.	PO-320310	4,349.99
185444	MOULTON NIGUEL WATER	PO-324023	747.00
185445	PACIFIC PLUMBING COMPANY OF		

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
185446	SAN DIEGO GAS & ELECTRIC	PO-321103	101,877.34
185447	SANTA MARGARITA WATER	PO-320311	3,804.28
185448	SO CAL GAS CO	PO-320314	2,322.54
185449	SO COAST WATER DIST	PO-320312	4,883.50
185450	SOUTHERN CALIFORNIA EDISON	PO-320313	23,826.24
185451	WEST COAST ARBORISTS INC.	PO-320346	7,632.00
185452	ALTA ENVIRONMENTAL	PO-324119	3,328.11
185453	1ST JON	PO-320302	128.20
185454	A Z BUS SALES INC	PO-323837	870.42
185455	ACCURATE AIR ENGINEERING INC	PO-320518	438.20
185456	AIR CONDITIONING CONTROL SYS	PO-323640	561.42
185457	ALISO NIGUEL AUTO CARE	PO-320521	6,535.02
185458	ALISO VIEJO AUTO SERVICE	PO-320522	1,138.65
185459	AMS.NET INC	PO-323760	769.26
185460	ANAHEIM BAND INSTRUMENTS	PO-320754	170.00
185461	ANIMAL PEST MANAGEMENT SERVICE	PO-321186	1,330.00
		PO-323786	3,700.00
185462	APPLE COMPUTER INC	PO-324295	547.84
		PO-324298	358.32
		PO-324339	2,108.52
		PO-324351	433.92
185463	BATTERIES PLUS	PO-320157	1,698.46
185464	BERTRAND'S HORN IMPROVEMENT	PO-323721	37.18
185465	BRAIN POP LLC	PO-323824	420.75
185466	CAL-STATE AUTO PARTS INC	PO-320525	422.90
185467	CALIFORNIA WESTERN VISUALS	PO-323779	4,997.28
185468	CHEFS TOYS	PO-324014	1,505.30
185469	CHEVROLET OF IRVINE	PO-320569	1,209.36
185470	CINTAS CORP	PO-320319	1,178.32
185471	CINTAS CORPORATION #640	PO-320527	521.74
185472	CINTAS DOCUMENT MANAGEMENT	PO-321648	163.00
185473	CINTAS FIRST AID & SAFETY	PO-320246	256.41
185474	CLEAN ENERGY	PO-320528	4,954.43
		PO-324284	15,496.44
185475	COASTAL BLUE	PO-322124	401.33
185476	COMMUNICATIONS USA	PO-324026	571.01
185477	COMPLETE OFFICE OF CA	PO-320369	21.59
		PO-320667	165.49
		PO-320701	50.22
		PO-321344	97.69
		PO-324037	30.22
185478	CREATIVE CONTRACTORS CORP	PO-320946	1,200.00
		PO-323453	450.00
185479	CROWN VALLEY TRANS	PO-321058	4,911.00
185480	CULVER-NEWLIN INC	PO-324028	829.01

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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Warrant Number	Name of Payee	Reference Number	Amount
185481	DANIELS TIRE SERVICE	PO-320570	738.64
		PO-324283	15,706.31
185482	DELL MARKETING L P	PO-324236	1,002.14
		PO-324270	747.38
185483	DONALD GEISEN	PO-320541	750.00
185484	DPF FILTER SALES & CLEANING	PO-323479	1,075.52
185485	DUNN-EDWARDS CORP	PO-320322	2,589.90
185486	EBERHARD EQUIPMENT	PO-320323	1,218.00
185487	ECS IMAGING INC	PO-323673	5,675.61
185488	ENABLEMART	PO-321806	225.89
		PO-322187	439.89
185489	FACTORY MOTOR PARTS	PO-320537	417.44
185490	FOREWORKS PUBLISHING	PO-323476	37.00
185491	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	70.89
185492	FRICTION MATERIALS CO.	PO-320540	3,180.62
185493	GAMETIME	PO-323471	1,573.99
185494	GANAHL LUMBER	PO-320324	7,899.62
185495	GENERAL BINDING CORP	PO-324136	390.00
185496	GLEN PRODUCTS	PO-320325	841.48
185497	GRAVOGRAPH-NEW HERMES	PO-324164	1,196.09
185498	GREAT BOOKS FOUNDATION	PO-323310	1,528.73
185499	HATCH	PO-323743	2,984.26
185500	HYDRO-SCAPE PRODUCTS INC	PO-320328	303.02
185501	INSIGHT SYSTEMS EXCHANGE	PO-324219	838.96
		PO-324224	1,149.87
		PO-324238	115.84
		PO-324252	2,277.12
185502	INTERSTATE BATTERIES	PO-320573	224.14
185503	JOSTENS	PO-321611	1,147.61
		PO-323035	6.42
		PO-323758	3,792.98
185504	KELLY PAPER COMPANY	PO-324078	3,095.72
185505	LA HABRA FENCE CO INC	PO-324403	2,500.00
185506	LAKESHORE	PO-323427	172.78
185507	LAWNMOWERS ETC	PO-320824	2,331.42
185508	LEARNING ALLY	PO-322621	790.00
185509	LESLIES SWIMMING POOL SUPPLY	PO-320169	110.33
185510	LINGUI SYSTEMS INC	PO-324113	49.95
185511	W W GRAINGER INC	PO-323039	3,550.81
185512	ADMINISTRATIVE SOFTWARE	PO-320103	1,194.60
185513	IRON MOUNTAIN	PO-321288	142.00
185514	CALIFORNIA STATE TEACHER'S	PO-324507	179,035.86
185515	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	62,280.35
185516	CAPISTRANO LAGUNA BEACH ROP	PV-134063	35,245.96

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
185517	LCRA TRUST	PO-320297	323.75
		PO-323707	3,692.50
185518	LUCKETT, GERARD & SANDY	PO-321593	960.00
185519	MCCOY, MICHAEL AND PAM	PO-320209	665.11
185520	ORANGE CTY DEPT EDUC	PO-321498	358,900.50
185521	PATTERSON, PAMELA	PO-320213	2,615.00
185522	ROSSIER PARK ELEMENTARY SCHOOL	PO-323101	6,410.00
185523	SOLIANT HEALTH, INC	PO-324250	2,629.75
185524	SYNTEX GLOBAL	PO-321481	2,268.00
185525	ANDRE, MARLA	PV-134064	290.00
185526	ASCOLTA TRAINING COMPANY	PO-324203	2,227.50
185527	CLARK, TIFFANY	PV-134065	149.00
185528	CORTEZ, JENNIFER	PV-134066	974.08
185529	CREATIVE MATHEMATICS	PO-323032	820.00
		PO-323285	430.00
185530	FLUENT, TERRY	PV-134067	66.70
185531	GONZALEZ, SARAH	PV-134068	110.00
185532	ISTE	PO-324448	532.00
185533	MILDREW, JULIE	PO-324449	909.32
185534	ORANGE COUNTY DEPT OF EDUCATIO	PO-324013	15.00
185535	CALIFORNIA WEEKLY EXPLORER INC	PO-321972	1,050.00
185536	MISSION SAN JUAN CAPISTRANO	PO-324155	616.00
185537	OCEAN INSTITUTE	PO-323273	1,290.00
185538	PALI MOUNTAIN INSTITUTE	PO-322930	17,775.00
185539	RANCHO MISSION VIEJO LAND	PO-322021	1,440.00
185540	RILEY'S FARM	PO-322932	1,577.60
185541	RSCCD	PO-324158	696.00
185542	SEGERSTROM CENTER FOR THE ARTS	PO-324480	1,015.00
185543	OPPORTUNITY FOR LEARNING	PV-134069	982.69
185544	#1 ACADEMIC TUTORING INC	PO-322313	4,421.46
185545	ACTION LEARNING SYSTEMS INC	PO-320997	2,000.00
185546	ART MASTERS	PO-320995	1,513.00
185547	CLUB Z! IN-HOME TUTORING	PO-322198	2,612.22
		PO-324482	3,349.66
185548	XAMAZE IN HOME TUTORING	PO-322208	330.00
185549	ACETEC SECURITY SYSTEMS	PO-320357	6,435.00
185550	SAN DIEGO GAS & ELECTRIC	PO-321103	54,213.69
185551	SANTA MARGARITA WATER	PO-320311	2,142.31
185552	SO CAL GAS CO	PO-320314	2,822.52
185553	MILLER MECHANICAL	PO-322898	2,548.00
185554	MOBILE COMM REPAIR INC	PO-324079	237.60
185555	MOORE'S SEWING MACHINE	PO-320259	261.39

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MAY 22, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185556	NASCO WEST	PO-321827	1,162.25
		PO-322671	76.79
		PO-323108	73.68
		PO-323914	612.28
185557	ORANGE COUNTY REGISTER	PO-320288	1,577.76
185558	OVER NIGHT NUMBERING	PO-320120	381.00
185559	PACIFIC GO NATURAL GAS	PV-134087	1,161.92
185560	PRAXAIR	PO-320179	1,256.64
		PO-320552	42.63
		PO-321165	125.82
185561	PROSURFACE	PO-323790	600.00
185562	PRUDENTIAL OVERALL SUP	PO-320124	65.72
185563	RADIO SHACK ACCOUNTS REC	PO-320182	106.40
185564	RINCON TRUCK PARTS	PO-320575	159.72
		PO-322603	3,167.07
185565	SCHOOL HEALTH SUPPLY CO	PV-134089	174.57
185566	SCOTT FORESMAN	PO-323211	661.32
185567	SEHI COMPUTER	PO-323737	1,603.80
185568	SMARDAN SUPPLY COMPANY	PO-320340	3,637.37
185569	SMART & FINAL	PO-320371	105.07
		PO-321354	157.72
		PO-323534	105.29
185570	SNAP-ON TOOLS INDUSTRIAL	PO-323199	104.25
185571	SO COUNTY PROTECTIVE WEAR	PO-320196	275.53
185572	SOCCER MASTER TEAM DEPT	PO-322524	1,414.00
185573	SPORT CHALET	CM-130076	43.09-
		PO-320298	8,998.92
		PO-320708	7,779.48
		PO-321626	9,079.89
185574	TECH4LEARNING	PO-323284	224.00
		PO-323367	297.00
		PO-323561	3,264.00
185575	THYSSENKRUPP ELEVATOR CORP	PO-320400	1,134.00
		PO-324088	3,192.50
185576	TIFCO INDUSTRIES	PO-323368	1,216.43
185577	TOTAL i REPAIR	PO-322389	210.00
185578	TROXELL COMM INC	PO-323241	2,062.84
		PO-323530	12,650.13
185579	TUTTLE-CLICK FORD	PO-320564	108.80
185580	VISTA PAINT CORP	PO-320184	24.78
185581	WATERLINES TECHNOLOGIES INC	PO-321070	1,574.06
185582	WAXIE	PO-320268	1,303.13
185583	WE DO MAIL	PO-324102	350.00
185584	WHITE CAP INDUSTRIES INC	PO-320211	269.99
185585	WILMINGTON BOOK SOURCE	PO-324018	95.70

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....MAY 22, 2013

Warrant Number	Name of Payee	Reference Number	Amount
185586	COLLINS, CLINT	PV-134076	157.32
185587	DIXON, AURORA	PV-134077	21.59
185588	DONATELLI, CIRA	PV-134078	210.74
185589	DORE, JUDY	PV-134079	205.10
185590	HEHN, LYNETTE	PV-134080	72.00
185591	MCCLOUD, LANETT	PV-134081	25.00
185592	ODES, TANIA	PV-134082	29.95
185593	PETERSON, SUSAN	PV-134083	165.51
185594	RAMIREZ, THERESA	PV-134084	72.00
185595	WATERBURY, NILSA	PV-134085	98.95
185596	CARES	PO-323463	2,964.00
185597	CORNERSTONE THERAPIES	PO-322431	200.00
185598	MARDAN CENTER OF ED	PO-321674	885.00
185599	ORANGE CTY TESTING SERV	PO-320676	52.00
185600	ROZENBERG, ABBY	PO-321744	1,500.00
185601	TAYLOR, SCOTT AND KATHY	PO-323655	450.00
185602	THERAPEUTIC EDUCATION CENTER	PO-321031	4,725.00
		PO-321033	4,275.00
		PO-321034	4,300.00
		PO-322432	4,275.00
		PO-323848	4,725.00
		PO-323989	4,725.00
		PO-324500	900.00
185603	ATKINSON ANDELSON LOYA	PO-320706	56.25
185604	BARBER & GONZALES CONSULTING	PO-322742	2,742.24
185605	HARBOTTLE LAW GROUP	PO-321101	16,343.19
185606	VAVRINEK TRINE DAY & CO LLP	PO-320466	18,000.00
185607	CITY OF SANTA ANA	PO-323910	616.00
185608	NEWHART ASB	PO-324556	150.00
185609	OCEAN INSTITUTE	PO-322095	13,030.00
185610	PACIFIC COAST SIGHTSEEING	CM-130077	27.50-
		CM-130078	41.26-
		CM-130079	49.50-
		CM-130080	126.50-
		PV-134088	3,177.63
185611	SADDLEBACK VLY SCH DIST	PO-322857	1,785.00
203 Warrants			\$1,526,082.57

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

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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Construct 1 One, Corp.	Bid No. 1112-14 - Newhart Middle School MPR Remodel	5/23/2012
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	California Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	6/15/2010
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for District wide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

VENDOR PAYMENTS OVER 250K AS OF 5/1/13

2012-13

112650	A & R WHOLESALE DISTRIBUTORS	540,343.87
145322	AMS.NET INC	363,094.60
004090	APPLE COMPUTER INC	435,686.43
112173	ASCIP	1,911,021.30
118161	CAPISTRANO CONNECTIONS ACADEMY	7,098,046.05
130027	CAPISTRANO UNIFIED	3,337,586.92
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,703,601.47
016335	CAPO VALLEY WATER DIST	250,452.97
043026	CIGNA	332,974.58
018870	CITY OF SAN CLEMENTE	250,543.08
146265	COMMUNITY ROOTS	773,780.00
142967	CORVEL CORPORATION	1,001,735.46
122828	CORVEL ENTERPRISE COMP INC	1,688,616.79
146266	COUNTY OF ORANGE	444,934.32
112600	COX COMMUNICATIONS	404,767.47
100058	CUSD	3,000,000.00
064188	DELL COMPUTER	361,363.81
114146	GOLD STAR FOODS INC	1,469,159.20
130047	HOLLANDIA DAIRY INC.	525,336.30
144310	INSIGHT SYSTEMS EXCHANGE	343,301.93
144880	IPC USA	786,803.97
105873	JOURNEY CHARTER SCHOOL	1,202,057.00
145542	KEY GOVERNMENT FINANCE INC	304,142.95
120832	METROPOLITAN EMPLOYEES	40,343,526.32
061270	MOULTON NIGUEL WATER	261,526.88
100369	OCEANVIEW SCHOOL	404,832.00
113144	OPPORTUNITY FOR LEARNING	899,723.52
066570	ORANGE COUNTY DEPT OF EDUC	5,038,971.58
146264	OXFORD ACADEMY	2,867,081.00
078255	SAN DIEGO GAS & ELECTRIC	4,532,051.91
081031	SCOTT FORESMAN	500,395.62
084100	SO CA GAS CO	327,125.56
122718	SOUTHERN CALIFORNIA EDISON	1,268,269.89
084770	SOUTHWEST SCHOOL SUPPLY	315,932.14
147457	UNION BANK- ACCT# 6745034800	2,433,427.94
102879	US BANK	1,567,864.09
036075	W W GRAINGER INC	312,521.27
099210	XEROX CORPORATION	1,960,551.29

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Marion Fuget	\$25.00	Instructional Supplies	Aliso Niguel High School
Mr. David Smith	\$20.00	Instructional Supplies	Aliso Niguel High School
Mr. Joseph Lobe	\$100.00	ANHS Baseball	Aliso Niguel High School
Mr. and Mrs. Pace		2 iPads	Aliso Niguel High School
Aliso Viejo Middle School PTSA	\$1,589.00	Technology	Aliso Viejo Middle School
Kroger	\$64.30	Instructional Supplies	Bathgate Elementary School
United Way Silicon Valley	\$40.00	Technology Supplies	Bathgate Elementary School
BESF Bergeson Foundation	\$1,050.00	5th Grade Walk Thru the Revolution	Bergeson Elementary School
Rockwell Automation	\$400.00	Instructional Supplies	Castille Elementary School
Clarence Lobo Booster Club	\$799.00	UltraKey 6 NA Site License	Clarence Lobo Elementary School
Clarence Lobo Booster Club	\$16,340.00	Outdoor Science Camp	Clarence Lobo Elementary School
CARE Foundation	\$500.00	2013 Classified Employee of the Year Event	Communications Department
Mr. and Mrs. Scibelli	\$414.00	Instructional Supplies	Concordia Elementary School
Mr. and Mrs. Franklin	\$414.00	Instructional Supplies	Concordia Elementary School
Ms. Denise Banks	\$414.00	Instructional Supplies	Concordia Elementary School
Ms. Deanna Pearce	\$414.00	Instructional Supplies	Concordia Elementary School
Mr. and Mrs. Massamiri	\$414.00	Instructional Supplies	Concordia Elementary School
Erini Papandreas Redmond, DDS	\$414.00	Instructional Supplies	Concordia Elementary School
Mr. and Mrs. Reinicke	\$414.00	Instructional Supplies	Concordia Elementary School
Mr. and Mrs. Colson	\$414.00	Instructional Supplies	Concordia Elementary School
Mr. and Mrs. Rous	\$414.00	Instructional Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$3,562.50	Consulting Services	Concordia Elementary School
Dr. and Mrs. Shannon	\$414.00	Instructional Supplies	Concordia Elementary School
Concordia Elementary School PTA	\$3,543.00	Instructional Supplies	Concordia Elementary School
Concordia Elementary 5th Grade Field Trip	\$21,528.50	Camp Fees	Concordia Elementary School
Concordia Elementary 5th Grade Field Trip	\$732.00	Teacher Stipends	Concordia Elementary School
Lifetouch National School Studios	\$1,010.00	Instructional Supplies	Concordia Elementary School
Dana Hills High School PTSA	\$492.40	Safety Glasses for Science Department	Dana Hills High School
CUSD Foundation	\$553.35	Memory Plates	Hidden Hills Elementary School
Synopsys Outreach Program	\$1,000.00	5th Grade Science Camp	Hidden Hills Elementary School
Hidden Hills Elementary School PTA	\$1,719.00	Field Trip Transportation	Hidden Hills Elementary School
Hidden Hills Elementary School PTA	\$500.00	5th Grade Science Camp	Hidden Hills Elementary School
Simonson Photography	\$250.00	Instructional Supplies	Laguna Niguel Elementary School
San Clemente Elks Lodge #2068	\$2,000.00	Instructional Supplies	Las Palmas Elementary School
Marblehead Elementary School Aloha Foundatio	\$5,400.00	Teacher Salary	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,050.00	Instructional Supplies	Marblehead Elementary School
Marblehead Elementary School PTA	\$481.50	Field Trip	Marblehead Elementary School
Teddy Bear Dental	\$260.00	Backpacks for Student Needs	Marco Forster Middle School
Marco Forster Middle School PTA	\$932.75	Instructional Supplies	Marco Forster Middle School
Education Foundation	\$4,978.33	Grant for Education	Marco Forster Middle School
Marian Bergeson Elementary School PTA	\$866.95	Library Book Shelves	Marian Bergeson Elementary School
Newhart Middle School PTA	\$5,000.00	Document Cameras	Newhart Middle School
Newhart Middle School PTA	\$745.00	BrainPOP Subscription	Newhart Middle School
Box Tops for Education	\$483.90	Instructional Supplies	Newhart Middle School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ladera Ranch Education Foundation	\$8,070.84	Thinking Maps Workbooks	Oso Grande Elementary School
Palisades Elementary School PTA	\$14,279.58	Fifth Grade Science Camp	Palisades Elementary School
Box Tops for Education	\$1,150.30	Instructional Supplies	Philip Reilly Elementary School
Box Tops for Education	\$100.50	Instructional Supplies	RH Dana Elementary School
Ms. Janet L. Bower		2004 Chevrolet Tahoe	San Clemente High School
United Way Silicon Valley	\$46.16	Intervention	Tijeras Creek Elementary School
Pacific Life		5 Dell Optiplex Desktops & 5 Dell Latitude Laptop	TIS Department
Truman Benedict Elementary School PTA	\$183.51	Instructional Supplies	Truman Benedict Elementary School
Mako Foundation	\$1,873.80	Refurbished Laptops for Teachers	Vista del Mar Middle School
Mako Foundation	\$480.00	History Tours	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$867.84	Technology	Vista del Mar Middle School
Wagon Wheel Elementary School PTA	\$502.20	Instructional Supplies	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$57.38	Print Shop Cost	Wagon Wheel Elementary School
Wagon Wheel Elementary School PTA	\$248.94	Paper Supplies	Wagon Wheel Elementary School
	\$110,017.53		

DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213198	3	Gift Funds	Susan E. Van Vorhis Key, Ph.D	Education	Provides Hands-On, Educational Science Programs	5/23/2013-5/22/14	\$ 675.00
MCA	1314013	3	Special Ed	Rainbow Connection Speech-Language Pathology Service	Special Ed	Speech and Language Therapy	7/01/13-6/30/14	\$ 3,000.00
MCA	1314014	3	Special Ed	Devereux Cleo Wallace	Special Ed	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/13-6/30/14	\$ 260,000.00
MCA	1314015	2	Special Ed	Leisure Care Referral Agency, Inc.	Special Ed	Nursing Services	7/01/13-6/30/14	\$ 100,000.00
MCA	1314016	3	Special Ed	Olive Crest Academy - TEC	Special Ed	Basic Education Program/Special Education Instruction, Transportation and Classroom Aides	7/01/13-6/30/14	\$ 200,000.00
MCA	1314017	3	Special Ed	Olive Crest Academy-Canal Elementary	Special Ed	Basic Education Program/Special Education Instruction, Transportation and Classroom Aides	7/01/13-6/30/14	\$ 300,000.00
MCA	1314018	3	Special Ed	Heritage School, Inc.	Special Ed	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/13-6/30/14	\$ 250,000.00
MCA	1314019	3	Special Ed	Mardian School	Special Ed	Basic Education Program/Special Education Instruction	7/01/13-6/30/14	\$ 200,000.00
MCA	1314020	3	Special Ed	Abby Rosenberg	Special Ed	Speech and Language Therapy and Evaluations	7/01/13-6/30/14	\$ 16,000.00
MCA	1314021	3	Special Ed	Center for Autism Research, Evaluation & Service (CARES)	Special Ed	Individualized Behavior Intervention	7/01/13-6/30/14	\$ 70,000.00
MCA	1314022	3	Special Ed	Copper Hills Youth Center	Special Ed	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/13-6/30/14	\$ 200,000.00
MCA	1314023	3	Special Ed	Devereux School of Viera	Special Ed	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/13-6/30/14	\$ 160,000.00
MCA	1314024	3	Special Ed	Cornerstone Therapies	Special Ed	Occupational Therapy Services, Physical Therapy Services and Speech Therapy Services	7/01/13-6/30/14	\$ 5,000.00
Total								\$ 1,764,675.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213008	3	Special Ed	Dr. Sidney Weiss	Special Ed	Vision Services	7/01/13-6/30/14	\$ 2,000.00
PSA	1213016	3	Special Ed	Susanne Smith Roley	Special Ed	IEE for Occupational Therapy Evaluations	7/01/13-6/30/14	\$ 3,000.00
PSA	1213018	3	Special Ed	Gayla M. Massey	Special Ed	Psychoeducational Evaluations	7/01/13-6/30/14	\$ 4,000.00
PSA	1213020	3	Special Ed Child Development	Christine Stein	Special Ed	Speech and Language Services for Learning Link Programs	7/01/13-6/30/14	\$ 46,000.00
ICA	1213024	2	Special Ed	West Shield Adolescent Services	Special Ed	Transport Escort Services	7/01/13-6/30/14	\$ 40,000.00

REVISED
5-17-13

DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213027	3	Special Ed	Orange County Therapy Services	Special Ed	Occupational and Physical Therapy Services	7/01/13-6/30/14	\$ 100,000.00
PSA	1213029	3	Special Ed	Irma Garcia	Special Ed	Counseling Services	7/01/13-6/30/14	\$ 40,000.00
PSA	1213030	3	Special Ed	Brenda Cray	Special Ed	Counseling Services	7/01/13-6/30/14	\$ 40,000.00
ICA	1213032	3	Special Ed	Tiwake Technology	Special Ed	Community Based Instruction for Adult Trans	7/01/13-6/30/14	\$ 5,000.00
ICA	1213033	3	Special Ed	Patricia Cromwell	Special Ed	Braille Transcription Services	7/01/13-6/30/14	\$ 5,000.00
PSA	1213038	3	General	T. Davis & Associates, Inc.	Personnel	Investigative and Security Services	7/01/13-6/30/14	\$ 45,000.00
ICA	1213084	5	Staff Relations and Negotiations	Barber & Gonzales Consulting Group	Personnel	Negotiations Preparation for CUSD and SCEA Leadership Representatives for the Facilitation of Interest Based Bargaining Process	7/01/13-6/30/14	\$ 30,000.00
ICA	1213087	3	Various	Art Masters, Inc.	Education	Instructional Classroom and Art Programs	7/01/13-6/30/14	\$ 50,000.00
ICA	1213088	3	General	Quintessential School Systems	TIS	Evaluation and Customized Training for the Human Resources and Accounts Payable Department	7/01/13-6/30/14	\$ 4,000.00
ICA	1213091	5	General	N4LS	TIS	E Rate Services	7/01/13-6/30/14	\$ 19,000.00
PSA	1213037	3	Special Ed	Susan Borkowitz	Special Ed	Augmentative Alternative Communication Technology Evaluation	7/01/13-6/30/14	\$ 2,000.00
PSA	1213006	3	Special Ed	Paul Alan Dore, Ph.D	Special Ed	Behavior and Autism Consultation Services	7/01/13-6/30/14	\$ 15,000.00
PSA	1213003	3	Special Ed	Here Now the Abstraction Audiology	Special Ed	Auditory Processing Developmental Delay Evaluation	7/01/13-6/30/14	\$ 2,000.00
PSA	1213004	3	Special Ed	Here Now the Abstraction Audiology	Special Ed	Audiological Services	7/01/13-6/30/14	\$ 60,000.00
ICA	1213007	3	Special Ed	Sylvia Mende, Psy.D	Special Ed	Behavior and Autism Consultation Services	7/01/13-6/30/14	\$ 40,000.00
Total								\$ 445,000.00

EXTENSION/AMENDMENT FOR NAME CHANGE

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213038	2	General	T. Davis & Associates, Inc.	Personnel	Investigative and Security Services	7/01/13-6/30/14	\$ 45,000.00
Total								\$ 45,000.00

DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	CONTRACT INCREASED AMOUNT
JCA	1213183	3	Medi Cal	Richard A. Leiferman	Special Ed	Staff Training on Recognizing Early Signs of Self-Injurious Behavior and Providing Effective Interventions to At-Risk Youth at School Sites	3/14/13-3/13/14	\$ 200.00
JCA	1213191	5	Health and Welfare	Mercer Health and Benefits, LLC	Insurance	Provide Evaluation of Feasibility to Move From MEBA Trust to Partnership W/Carriers Providing Fully Insured Plan Offerings to Active and Retired Employees. Evaluation to Include Impact of Health Care Reform on New Plan Offering	4/25/13-4/24/14	Add Special Terms and Conditions
MCA	1213047	3	Special Ed	Abby Rozenberg	Special Ed	Speech and Language Therapy	7/01/12-6/30/13	New Fee Schedule
Total								\$ 200.00

RATIFY

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	DEPT	SERVICES	CONTRACT TERM	CONTRACT INCREASED AMOUNT
PSA	1213199	3	Special Ed	Neuro-Educational Clinic	Special Ed	Provides Presentation on Assessment of English Language Learners	4/26/13-4/25/14	\$ 500.00
Total								\$ 500.00

JCA - 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

*No not to exceed" amount included in the master contract. The master contract agreements do not include a not to exceed dollars amount as it may limit the flexibility to place special education students in a timely manner.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 5/22/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSAN E. VAN VORHIS KEY, PH.D

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$675.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 5/23/13-5/22/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

FEE SCHEDULE

Susan E. Van Vorhis Key, Ph.D.
PO Box 395
Tustin, CA 91781-395
714.731.2040 vm
drsuethebuglady@hotmail.com

"Dr. Sue, The Bug Lady" conducts science enrichment programs called "Dr. Sue's Traveling Insect & Arthropod Zoo" for students of all ages.

Programs consist of a group lesson, followed by the appropriate number of smaller up-close sessions following the lesson.

Fees are calculated based on the number of students/classes, and therefore the number of assembly lessons and up-close sessions necessary to serve the students, space accommodations that dictate the optimal size of the group lesson, and the location of the program.

The base fee for a local (in Orange County) program for approx. 40-50 students, including one 30 minute up-close session is \$495.

A second separate group lesson is \$180. Additional up-close sessions are normally \$75 each, however the fees for two up-close sessions for George White Elementary School has been waived.

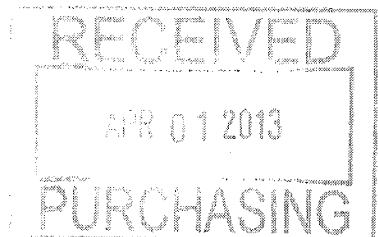
Signature

Susan E. Van Vorhis Key, Ph.D.

Date

3-26-13

Typed or Printed Name Susan E. Van Vorhis Key, Ph.D.





MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

RAINBOW CONNECTION SPEECH-LANGUAGE PATHOLOGY SERVICES

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 by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Rainbow Connection Speech- Language Pathology Services	CONTRACTOR NUMBER	1A-30-074	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		5 students	If blank, the number shall be as determine by CDE Certification.	

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

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

A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

Rate	Period

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. 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 of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	\$103.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX CLEO WALLACE

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux Cleo Wallace CONTRACTOR NUMBER 77-76422-0119917 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)
 Per CDE Certification, total enrollment may not exceed 12 classrooms If blank, the number shall be as determined 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

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
\$125.00	Daily

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

B. Related Services

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. 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 of ____		
c. Adapted Physical Education – Group of ____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
(10) Nursing Services		
(12) Residential Board and Care	\$204.97	Daily
(13) Residential Mental Health Services	\$153.47	Daily

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

LEISURE CARE REFERRAL AGENCY, 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 by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Leisure Care Referral Agency, Inc. CONTRACTOR NUMBER 1A-30-143 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY)
 Per CDE Certification, total enrollment may not exceed 5 students (CONTRACT YEAR)
 If blank, the number shall be as determined 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 _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. 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 of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	_____	_____
b. Behavior Intervention – Supervision	_____	_____
(10) Nursing Services	_____	_____
a. Licensed Vocational Nurse (LVN)	\$35.00	Per Hour
(11) Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY-TEC

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date:

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Olive Crest Academy- <u>TEC</u>	CONTRACTOR NUMBER	30-73643-7085854	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	
Per CDE Certification, total enrollment may not exceed	4 classrooms	If blank, the number shall be as determine by CDE Certification.		

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

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

Rate	Period
\$163.00	Daily

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip 0-24 miles	\$42.00	Daily
	b. Transportation – 25-29 miles	\$52.00	Daily
	c. Transportation – 50+ miles	\$62.00	Daily
	d. Public Transportation		
	e. 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 of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY-CANAL ELEMENTARY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	Olive Crest Academy-Canal	CONTRACTOR	30-66670-6130561	2013-2014
	Elementary School	NUMBER		
(NONPUBLIC SCHOOL OR AGENCY)		(CONTRACT YEAR)		
Per CDE Certification, total enrollment may not exceed		10 classrooms	If blank, the number shall be as determine by CDE Certification.	

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

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

Rate	Period
\$163.00	Daily
_____	_____

- A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip 0-24 miles	\$42.00	Daily
	b. Transportation – 25-29 miles	\$52.00	Daily
	c. Transportation – 50+ miles	\$62.00	Daily
	d. Public Transportation	_____	_____
	e. 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 of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$105.00	Daily
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

HERITAGE SCHOOL, 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 by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

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

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Heritage School, Inc. CONTRACTOR NUMBER 77-76422-6131114 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)
 Per CDE Certification, total enrollment may not exceed 20 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$102.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. 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 of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$220.08	Daily
(13)	Residential Mental Health Services	\$75.00	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

MARDAN SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Mardan School CONTRACTOR NUMBER 30-73650-6937278 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)
 Per CDE Certification, total enrollment may not exceed 10 classrooms If blank, the number shall be as determine by CDE Certification.

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

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

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
\$172.00	Daily

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

B. Related Services

- | | | | |
|------|---|-------|-------|
| (1) | a. Transportation – Round Trip | _____ | _____ |
| | b. Transportation – One Way | _____ | _____ |
| | c. Transportation – Dual Enrollment | _____ | _____ |
| | d. Public Transportation | _____ | _____ |
| | e. 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 of _____ | _____ | _____ |
| | c. Adapted Physical Education – Group of _____ | _____ | _____ |
| (4) | a. Language and Speech Therapy – Individual | _____ | _____ |
| | b. Language and Speech Therapy – Group of 2 | _____ | _____ |
| | c. Language and Speech Therapy – Group of 3 | _____ | _____ |
| | d. Language and Speech Therapy – Per diem | _____ | _____ |
| | e. Language and Speech – Consultation Rate | _____ | _____ |
| (5) | a. Additional Classroom Aide – Individual (must be authorized on IEP) | _____ | _____ |
| | b. Additional Instructional Assistant – Group of 2 | _____ | _____ |
| | c. Additional Instructional Assistant – Group of 3 | _____ | _____ |
| (6) | Intensive Special Education Instruction** | _____ | _____ |
| (7) | a. Occupational Therapy – Individual | _____ | _____ |
| | b. Occupational Therapy – Group of 2 | _____ | _____ |
| | c. Occupational Therapy – Group of 3 | _____ | _____ |
| | d. Occupational Therapy – Group of 4 - 7 | _____ | _____ |
| | e. Occupational Therapy – Consultation Rate | _____ | _____ |
| (8) | Physical Therapy | _____ | _____ |
| (9) | a. Behavior Intervention | _____ | _____ |
| | b. Behavior Intervention – Supervision | _____ | _____ |
| (10) | Nursing Services | _____ | _____ |
| (12) | Residential Board and Care | _____ | _____ |
| (13) | Residential Mental Health Services | _____ | _____ |

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

ABBY ROZENBERG

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 by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Abby Rozenberg CONTRACTOR NUMBER 1A-30-108 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)
 Per CDE Certification, total enrollment may not exceed 10 students If blank, the number shall be as determine by CDE Certification.

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

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

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. 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 of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$125.00	Per Hour
	b. Language and Speech Therapy – (school site)	\$135.00	Per Hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Evaluations Range From	\$1000 to \$1400	Per Evaluation
(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 of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

CENTER FOR AUTISM RESEARCH, EVALUATION, AND SERVICE

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Center for Autism Research, Evaluation, and Service CONTRACTOR NUMBER 1A-37-050 2013-2014
 (NONPUBLIC SCHOOL OR AGENCY)
 Per CDE Certification, total enrollment may not exceed 75 students (CONTRACT YEAR)
 If blank, the number shall be as determined 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 _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Transportation – Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. 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 of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	_____	_____
(9) a. Behavior Intervention	\$46.80	Per hour
b. Behavior Intervention – Supervision	\$102.00	Per hour
c. Behavior Intervention – Program Consultant	\$117.00	Per hour
d. Evaluation/Assessment	\$1080.00	Flat rate

(10) Residential Mental Health Services

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5-23-13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

COPPER HILLS YOUTH CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR

Copper Hills Youth Center

CONTRACTOR
NUMBER

77-76422-6131015

2013-2014

(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed

12 classrooms

(CONTRACT YEAR)
If blank, the number shall be as determined 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

- A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
\$128.25	Per day

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

B. Related Services

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

\$121.61	Per day
\$101.47	Per day

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX SCHOOL OF VIERA

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 by written agreement.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR	Devereux School of Viera	CONTRACTOR	77-76422-0112599	2013-2014
(NONPUBLIC SCHOOL OR AGENCY)		NUMBER	(CONTRACT YEAR)	
Per CDE Certification, total enrollment may not exceed		15 classrooms	If blank, the number shall be as determine by CDE Certification.	

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

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

A. Basic Education Program/Special Education Instruction

Rate	Period
\$125.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. 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 of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$27.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	\$226.00	Daily
(13)	Residential Mental Health Services	\$186.00	Daily

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

**MASTER CONTRACT AGREEMENT ***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of 5/23/13, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

CORNERSTONE THERAPIES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2013 through June 30, 2014.

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address: _____

FEIN/SSN: _____

EXHIBIT A: RATES

CONTRACTOR

Cornerstone Therapies

CONTRACTOR
NUMBER

1A-30-063

2013-2014

(NONPUBLIC SCHOOL OR AGENCY)

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

76 students

If blank, the number shall be as determined 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

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. 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 of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – In Center	\$85.00	Hourly
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – In School	\$100.00	Hourly
	e. Language and Speech – Consultation Rate	\$100.00	Hourly
(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 – In Center	\$85.00	Hourly
	c. Occupational Therapy – In School	\$100.00	Hourly
	e. Occupational Therapy – Consultation Rate	\$100.00	Hourly
(8)	Physical Therapy		
	a. Physical Therapy Consult (off site)	\$100.00	Hourly
	b. Physical Therapy In Center	\$85.00	Hourly
	c. Physical Therapy In School	\$100.00	Hourly
(9)	Nursing Services		
(10)	Residential Board and Care		
(11)	Residential Mental Health Services		

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

EXTENSION OF AGREEMENT NO. PSA 1213008

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DR. SIDNEY WEISS

Professional Services Agreement No. PSA 1213008 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Dr. Sidney Weiss shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

Capistrano Unified School District

Dr. Sidney Weiss

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

~~\$342.00~~ per evaluation

\$307.80

Fee reduced per e-mail dated April 30, 2013.

Signature

Date

Typed or Printed Name



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
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GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail lisa.montes@saddlebackvision.com

Dr. Sidney Weiss
27800 Medical Center Rd, #130
Mission Viejo, CA 92694

Subject: Extension of Contract No. PSA 1213008

Dear Dr. Weiss:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MAR CAPISTRANO

EXHIBIT A
FEE SCHEDULE

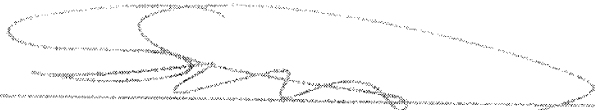
Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

~~\$342.00~~ per evaluation

\$307.80

Fee reduced per e-mail dated April 30, 2013.

Signature



Date

6-14-12

Typed or Printed Name

Sidney Weiss MD

Antifae, Donna M.

From: ELIZABETH BARRY <medicalsaddeye@yahoo.com>
Sent: Tuesday, April 30, 2013 11:39 AM
To: Antifae, Donna M.
Subject: Extension of Contract No. PSA 1213008

In response to your letter of 4/22/13 sent via e-mail to Lisa Montes of our office, you asked Dr. Weiss to reduce his fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014.

The new fee schedule for services by Dr. Sidney Weiss for school year 2013-2014 is:

\$307.80 per evaluation

Please give me a call directly if you need add'l information.

Betty Barry
for Dr. Sidney J. Weiss
949-364-0225
Saddleback Eye Medical Associates
27800 Medical Center Rd., #130
Mission Viejo, CA 92691

--

Confidentiality Notice: The information contained in this e-mail is legally privileged and confidential information that is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us immediately via e-mail. Thank you.



PROFESSIONAL SERVICES AGREEMENT

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

DR. SIDNEY WEISS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: [Signature]

Name: Dr. Sidney Weiss, M.D.

Title: MD

Address: 27800 Medical Ctr Rd #13

Mission Viejo, CA 92694

Email Address: _____

FEIN/SSN: 95-3425513

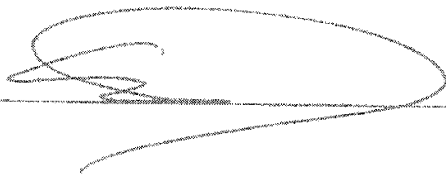
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: _____



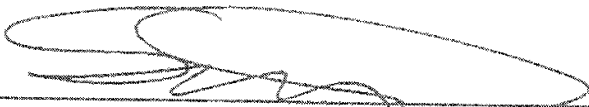
Date: _____

5-14-12

EXHIBIT A
FEE SCHEDULE

Dr. Sidney Weiss
27800 Medical Center Drive, Suite 130
Mission Viejo, CA 92691
(949) 364-0271

\$342.00 per evaluation

Signature  Date 6-14-12

Typed or Printed Name SIDNEY WEISS, MD

EXTENSION OF AGREEMENT NO. PSA 1213016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSANNE SMITH ROLEY

Professional Services Agreement No. PSA 1213016 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

Capistrano Unified School District

Susanne Smith Roley

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. \$1,400.00. *7300. SSR*

Consultation Hourly Rate - \$150.00

By: *Susanne Roley*

Date: *5.29.12*



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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CLERK

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail susannesr3@gmail.com

Susanne Smith Roley
15 Songbird Lane
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213016

Dear Ms. Smith-Roley:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Antifae, Donna M.

From: Susanne Smith Roley <susannesr3@gmail.com>
Sent: Wednesday, April 24, 2013 3:55 PM
To: Antifae, Donna M.
Cc: Wrigley, Anavelyn S.; Fluent, Terry; Hebert, Susan B.; Blacker, Joanne
Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule

Follow Up Flag: Follow up
Flag Status: Flagged

That's fine. My rates have not changed. I'm out of town until next week. Best. Susanne

On Wednesday, April 24, 2013, Antifae, Donna M. wrote:

Hi Susanne,

Thank you for your fee schedule, however, the renewal of your contract with the District will be at the current 2012-2013 rates board approved on 6-11-12. Please sign the attached fee schedule and return to me at by April 26. Thank you.

Donna Antifae

Buyer/Planner

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

949-234-9444 phone

949-493-4083 fax

dmantifae@capousd.org

From: Susanne Roley [mailto:susannesr3@gmail.com]
Sent: Wednesday, April 24, 2013 11:12 AM
To: Wrigley, Anavelyn S.
Cc: Antifae, Donna M.
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. \$1,400.00. *7/300. SSR*

Consultation Hourly Rate - \$150.00

By: _____

Susanne Smith Roley

Date: _____

5.29.12

**PROFESSIONAL SERVICES AGREEMENT**

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

SUSANNE SMITH ROLEY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

CONSULTANT

Signature: Susanne S Roley
 Name: S
 Title: OTD, OTR/L, FA007
 Address: 15 Angbird Ln.
Aliso Viejo CA 92656
 Email Address: SUSANNE SR3@gmail.com
 FEIN/SSN 330781 785

Exhibit A

Fee Schedule

Susanne Smith Roley, M.S. OTR/L, FAOTA
15 Songbird Lane
Aliso Viejo, CA 92656
SUSANNESR3@gmail.com
(949)581-1380
(949)581-1384 FAX

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. ~~\$1,400.00.~~ *17500. SSR*

Consultation Hourly Rate - \$150.00

By: *Susanne Roley*

Date: *5.29.12*

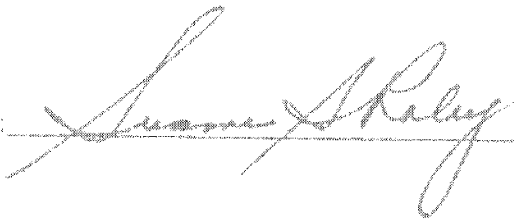
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: _____



Date: _____

5.29.12

EXTENSION OF AGREEMENT NO. PSA 1213018

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GAYLA M. MASSEY

Professional Services Agreement No. PSA 1213018 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Gayla M. Massey shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Gayla M. Massey

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Gayla M. Massey, Psy D

South Coast Psychological & Educational Associates

LEP #3037

949 677-4049 drgmassey@gmail.com

FEE SCHEDULE

Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.)	\$ 700-900
Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.)	\$ 450-550
Executive Function (ex. DKEFS, BRIEF, Conners, etc.)	\$ 180-540
Visual Motor Integration (ex. VMI III, Bender, etc.)	\$ 180
Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.)	\$ 225-360
Social Emotional	\$ 540-900

Psycho-educational Assessment with Report	\$ 2250-3600- depending on complexity
---	---------------------------------------

Cognitive GATE Assessment	\$ 300-450
---------------------------	------------

Private Practice:

a. Psycho-educational test administration	\$ 110 per hr.
b. Scoring, interpretation of test data	\$ 90 per hr.
c. Review of medical or academic records	\$ 90 per hr.
d. Telephone consult with family attorney	\$ 180 per hr.
e. Meeting with family attorney	\$ 180 per hr.
f. Initial Consultation	\$ 110 per hr.
g. Individual Counseling	\$ 90 per hr. (reduced fee considered)
h. Group Counseling	\$ 45 per hr.
i. Social Skills Training	\$ 35-45 per hr.
j. Returned Check Fee	\$ 25 per hr.
k. Telephone Consultation exceeding 10 min.	\$ Prorated at \$90 per hr.
l. School Meeting/IEP	\$ 110 per hr.
m. Travel Fee to Meeting	\$ 45 for San Diego/San Bernardino
n. Travel Fee to Meeting	\$ 15 Orange County



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
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ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail drgmassey@gmail.com

Gayla M. Massey
25283 Cabot Rd. #201
Laguna Hills, CA 92652

Subject: Extension of Contract No. PSA 1213018

Dear Ms. Massey:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

FEE SCHEDULE

Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.)	\$ 700-900
Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.)	\$ 450-550
Executive Function (ex. DKEFS, BRIEF, Conners, etc.)	\$ 180-540
Visual Motor Integration (ex. VMI III, Bender, etc.)	\$ 180
Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.)	\$ 225-360
Social Emotional	\$ 540-900
Psycho-educational Assessment with Report	\$ 2250-3600- depending on complexity

Cognitive GATE Assessment	\$ 300-450
---------------------------	------------

Private Practice:

a. Psycho-educational test administration	\$ 110 per hr.
b. Scoring, interpretation of test data	\$ 90 per hr.
c. Review of medical or academic records	\$ 90 per hr.
d. Telephone consult with family attorney	\$ 180 per hr.
e. Meeting with family attorney	\$ 180 per hr.
f. Initial Consultation	\$ 110 per hr.
g. Individual Counseling	\$ 90 per hr. (reduced fee considered)
h. Group Counseling	\$ 45 per hr.
i. Social Skills Training	\$ 35-45 per hr.
j. Returned Check Fee	\$ 25 per hr.
k. Telephone Consultation exceeding 10 min.	\$ Prorated at \$90 per hr.
l. School Meeting/IEP	\$ 110 per hr.
m. Travel Fee to Meeting	\$ 45 for San Diego/San Bernardino
n. Travel Fee to Meeting	\$ 15 Orange County

**PROFESSIONAL SERVICES AGREEMENT**

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GAYLA M. MASSEY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

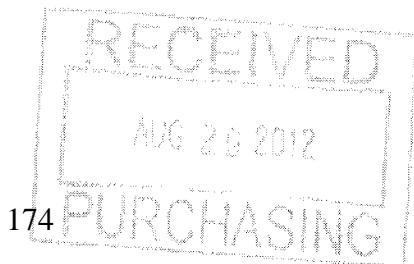
DISTRICTBy: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12**CONSULTANT**Signature: Dr. Gayla M. MasseyName: Dr. Gayla M. MasseyTitle: Self-employed - private practiceAddress: 25283 Cabot Rd. 4201Laguna Hills, CA 92653Email Address: dr.gmassey@gmail.comFEIN/SSN 455-94-6761

1

Professional Services Agreement
Capistrano Unified School District

FEE SCHEDULE

Independent Educational Assessment (20 USC 1415; EC 56506 [c], and 56329 [b])

Academic (ex. WJIII, WIAT, KTEA, CTOPP, etc.) \$ 800-1,000

Cognitive (ex. WJ III Cog, WISC IV, KABC II, CAS, etc.) \$ 500-600

Executive Function (ex. DKEFS, BRIEF, Conners, etc.) \$ 200-600

Visual Motor Integration (ex. VMI III, Bender, etc.) \$ 200

Processing (TAPS, WRAML 2, TOMAL, TVPS II, etc.) \$ 250-400

Social Emotional \$ 600-1,000

 Psycho-educational Assessment with Report \$ 2500-4000- depending on complexity

Cognitive GATE Assessment \$ 325-450

Private Practice:

- | | |
|---|---|
| a. Psycho-educational test administration | \$ 125 per hr. |
| b. Scoring, interpretation of test data | \$ 100 per hr. |
| c. Review of medical or academic records | \$ 100 per hr. |
| d. Telephone consult with family attorney | \$ 200 per hr. |
| e. Meeting with family attorney | \$ 200 per hr. |
| f. Initial Consultation | \$ 125 per hr. |
| g. Individual Counseling | \$ 100 per hr. (reduced fee considered) |
| h. Group Counseling | \$ 50 per hr. |
| i. Social Skills Training | \$ 40-50 per hr. |
| j. Returned Check Fee | \$ 30 per hr. |
| k. Telephone Consultation exceeding 10 min. | \$ Prorated at \$100 per hr. |
| l. School Meeting/IEP | \$ 125 per hr. |
| m. Travel Fee to Meeting | \$ 50 for San Diego/San Bernardino |
| n. Travel Fee to Meeting | \$ 20 Orange County |

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: Dr. Gayle M. Mooney Date: 8/25/12

EXTENSION OF AGREEMENT NO. PSA 1213020

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Christine Stein shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$46,000.

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

Capistrano Unified School District

Christine Stein

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

FEE SCHEDULE

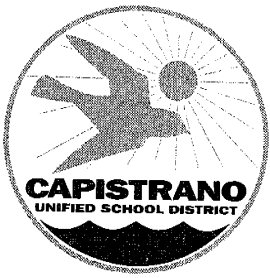
Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009

2012-13 Rates for Speech-Language Therapy Services

Therapy (Monolingual)	\$68/hr
Therapy (Bilingual)	\$77/hr
Home-based therapy	\$106/hr
Evaluations for monolingual students	\$304.00
Evaluations for bilingual students	\$355

*All rates have been reduced by at least 5% for the period of July 1, 2013 to June 30, 2014

Effective July 1, 2013



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail chstein@cox.net

Christine Stein
7301 Sitio Lirio
Carlsbad, CA 92009

Subject: Extension of Contract No. PSA 1213020

Dear Ms. Stein:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

April 29, 2013

To Whom It May Concern,

I have received the document for extension of my contract (PSA 1213020) and including my current rate schedule for the 2013-14 school year. As you will note, I have reduced my fees of 5%. As I understand your request for a 10% reduction, and appreciate the Districts financial crisis, to lower this rate would be financially challenging to my business. As an independent contractor, I am responsible for all my business expenses including increasing transportation, certifications, continuing education and insurance costs.

I have enjoyed working with CUSD over the last 10 years and hope to continue working with the various programs. I feel I collaborate well with staff and parents and provide a valuable support to the students. I feel I bring a professional, extensive as well as a specialized service to the District (bilingual specialization in Speech/language Pathology) and am looking forward to the opportunity to work with CUSD for the 2013-14 school year. Thank you for your consideration.

Regards,

Christine Stein, M.A., CCC-SLP
Speech-Language Pathologist

FEE SCHEDULE

**Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009**

2012-13 Rates for Speech-Language Therapy Services

Therapy (Monolingual)	\$68/hr
Therapy (Bilingual)	\$77/hr
Home-based therapy	\$106/hr
Evaluations for monolingual students	\$304.00
Evaluations for bilingual students	\$355

*All rates have been reduced by at least 5% for the period of July 1, 2013 to June 30, 2014

Effective July 1, 2013

**PROFESSIONAL SERVICES AGREEMENT**

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

CHRISTINE STEIN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Christine Stein

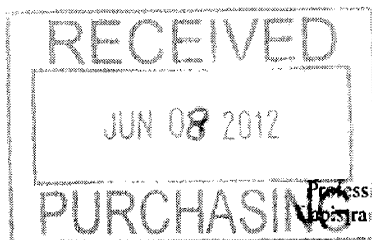
Name: Christine Stein

Title: Speech Language Pathologist

Address: 1301 S. Rio Ciria

Email Address: chstein@cox.net

FEIN/SSN: 600-63-8107



Professional Services Agreement
Capistrano Unified School District

EXHIBIT A
FEE SCHEDULE

Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009

2012-13 Rates for Speech-Language Therapy Services

Therapy (Monolingual) \$72/hr

Therapy (Bilingual) \$81/hr

Home-based therapy \$112/hr

Evaluations for monolingual students \$320.00

Evaluations for bilingual students \$375

*All rates have been reduced by at least 10% for the period of June 1,
2012 to May 31, 2013

Signature Christine Stein Date 6/1/12
Typed or Printed Name Christine Stein

Effective June 1, 2012

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: Christine St Date: 6/1/12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213020**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213020 shall be amended to \$50,000 for additional services requested by the District.

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


DISTRICT

CONSULTANT

Capistrano Unified School District

Christine Stein

By: 
Signature

By: 
Signature

Terry Fluent

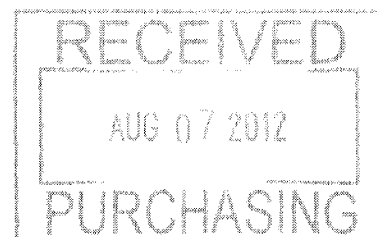
Christine Stein
Print Name

Director, Purchasing

Speech - Language Pathologist
Title

Date: 8/8/12

Date: 7/30/12



EXTENSION OF AGREEMENT NO. ICA 1213024

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WEST SHIELD ADOLESCENT SERVICES

Independent Contractor Agreement No. ICA 1213024 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with West Shield Adolescent Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

West Shield Adolescent Services

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE 2013-2014

West Shield Adolescent Services
16033 Bolsa Chica Road #104-350
Huntington Beach, Ca 92649
(800)899-8585

\$66.00 per hour for Lead Agent;
\$47.00 per hour for Back up Agent;
\$57.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. Calogian Date: 4/29/13



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail contactus@transportingteens.com

West Shield Adolescent Services
16033 Bolsa Chica Rd. #104-350
Huntington Beach, CA 92649
Attention: Allen P. Cardoza

Subject: Extension of Contract No. ICA 1213024

Dear Mr. Cardoza:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXHIBIT A

FEE SCHEDULE 2013-2014

West Shield Adolescent Services
16033 Bolsa Chica Road #104-350
Huntington Beach, Ca 92649
(800)899-8585

\$66.00 per hour for Lead Agent;
\$47.00 per hour for Back up Agent;
\$57.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. Cardenas Date: 4/29/13



INDEPENDENT CONTRACTOR AGREEMENT

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

WESTSHIELD ADOLESCENT SERVICES

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

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

WHEREAS, 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 \$50,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Allen P. Cardoza

Name: ALLEN P. CARDOZA

Title: PRESIDENT

Address: 16033 BOLSA CHICA RD #104-550
HUNT. BCH, CA 92649

Email Address: CONTACTUS@TRANSPORTW/TEENS

FEIN/SSN: 33-0580356

EXHIBIT A

FEE SCHEDULE

Westshield Adolescent Services
16033 Bolsa Chica Road, #104-350
Huntington Beach, CA 92649
(800)899-8585

\$73.00 per hour for Lead Adult Escort;
\$52.00 per hour for back-up adult agent;
\$63.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By: Allen P. Canoy

Date: 5/30/18

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: Allen P. Cardozo Date: 5/30/18

EXTENSION OF AGREEMENT NO. PSA 1213027

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Orange County Therapy Services shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$100,000.

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

Capistrano Unified School District

Orange County Therapy Services

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

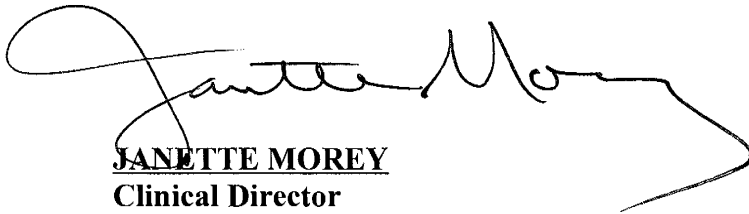
Date: _____

2013-2014 FEE SCHEDULE

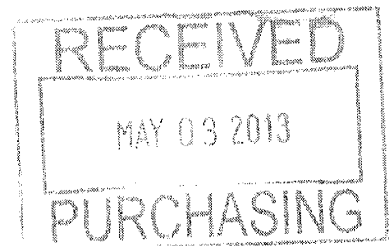
ORANGE COUNTY THERAPY SERVICES
PO 73575
SAN CLEMENTE CA 92673
EMAIL: jmorey@octherapy.com

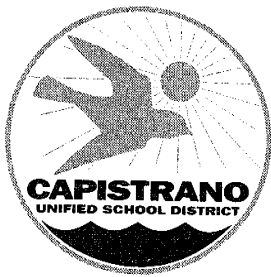
April 26, 2013

Occupational Therapy and Physical Therapy Services are \$80 per hour



JANETTE MOREY
Clinical Director





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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PRESIDENT

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CLERK

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail jmorey@octherapy.com

Orange County Therapy Services
PO Box 73575
San Clemente, CA 92673
Attention: Janette Morey

Subject: Extension of Contract No. PSA 1213027

Dear Ms. Morey:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

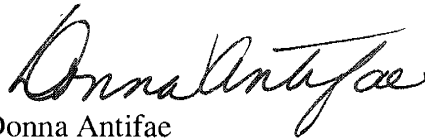
Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

Wrigley, Anavelyn S.

From: jmorey@octherapy.com
Sent: Wednesday, April 24, 2013 5:24 PM
To: Wrigley, Anavelyn S.
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: capo fee schedule 2013-2014.doc

Attached is our fee schedule for the 2013-2014 school year. Despite rising costs of our business we have kept our prices at this rate for the past 10 years . We are aware that we are the lowest in our field. Please feel free to contact me if you have further questions.

Janette Morey, OTR/L
Clinical Director
Orange County Therapy Services
949-770-5843

On Tue, Apr 23, 2013 at 11:01 AM, Wrigley, Anavelyn S. wrote:

> Good Morning,
> Please find the attached documents regarding your 2013-2014 renewal
> and fee schedule. Please be advised that your response needs to be
> received on or before April 30, 2013. Should you have any question or
> concerns, please contact myself or Donna Antifae at (949) 234-9444.
> Thank you.
>
> Anavelyn S. Wrigley
> Assistant Buyer
> Capistrano Unified School District
> Purchasing Department
> 33122 Valle Road
> San Juan Capistrano, CA 92675
> P: (949) 234-9441
> F: (949) 493-4083
> aswrigley@capousd.org<<mailto:aswrigley@capousd.org>>

2013-2014 FEE SCHEDULE

**ORANGE COUNTY THERAPY SERVICES
PO 73575
SAN CLEMENTE CA 92673
EMAIL: jmorey@octherapy.com**

Occupational Therapy and Physical Therapy Services are \$80 per hour

**JANETTE MOREY
Clinical Director**



PROFESSIONAL SERVICES AGREEMENT

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

ORANGE COUNTY THERAPY SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$200,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 4/14/12

CONSULTANT

Signature: Janette Morey

Name: Janette Morey

Title: Clinical Director

Address: P.O. Box 73575

San Clemente, CA 92673

Email Address: jmorey@actherapy.com

FEIN/SSN 33-0851322

EXHIBIT B

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

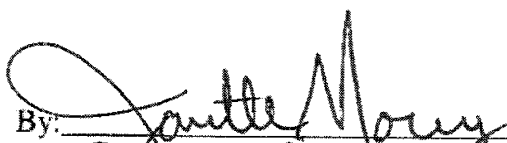
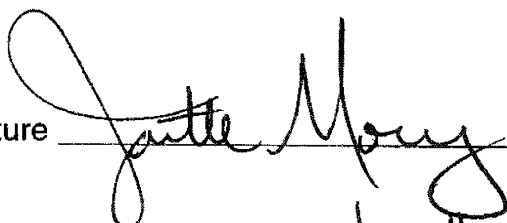
By:  Date: 6-8-2012
Adams County Therapy Services

EXHIBIT A
FEE SCHEDULE

Orange County Therapy Service
23293 South Pointe Drive
Laguna Hills, CA 92653
(949) 770-5843
Email: jmore@octherapy.com

Occupational Therapy and Physical Therapy Services
School based Occupational and Physical Therapy -\$80.00 per hour

Signature  Date 6-8-2012
Typed or Printed Name Janette Morey, Clinical Director

New Address
P.O. Box 73575
San Clemente, CA
92673

EXTENSION OF AGREEMENT NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Irma Garcia

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia LCSW
Irma R. Garcia, LCSW

06/04/12
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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LYNN HATTON
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ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail scirma@aol.com

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

Subject: Extension of Contract No. PSA 1213029

Dear Ms. Garcia:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MAR CAPISTRANO

Wrigley, Anavelyn S.

From: Irma <scirma@aol.com>
Sent: Tuesday, April 23, 2013 1:52 PM
To: Wrigley, Anavelyn S.
Subject: Fee Decrease

Hello,

I would like to decline the fee reduction this year. We have had the same fee for many years, it would be financially very difficult for me to reduce the fee for now.

Thank you so much,

Irma.

Sent from my iPad

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
Date



PROFESSIONAL SERVICES AGREEMENT

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

IRMA GARCIA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12 6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Irma R. Garcia, LCSW

Name: Irma R. Garcia

Title: Licensed Clinical Social Worker

Address: 403 Calle Nina

San Clemente, CA 92672

Email Address: Scirma@aol.com

FEIN/SSN 565-67-6813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: Lema R. Garcia, LCSW Date: 06/04/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213029 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

8/21/12

CONSULTANT

Irma Garcia

By: _____

Signature

Irma R. Garcia

Print Name

Licensed Clinical Social Worker

Title

Date: _____

08/03/12

EXTENSION OF AGREEMENT NO. PSA 1213030

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00


Brenda Crary, MFT

5-30-12
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail brendacrarty@cox.net

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673

Subject: Extension of Contract No. PSA 1213030

Dear Ms. Crary:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Wrigley, Anavelyn S.

From: Brenda Crary <brendacrary@cox.net>
Sent: Tuesday, April 23, 2013 7:27 PM
To: Wrigley, Anavelyn S.
Subject: Re: 2013-2014 Extension Letter Requesting Fee Schedule

Hi Anavelyn,

I will not be changing my hourly fee. Please use the current Fee Schedule for 2013-14 school year.

Thank you,

Brenda Crary, MFT

On Apr 23, 2013, at 11:13 AM, Wrigley, Anavelyn S. wrote:

<img-423102833-0001.pdf>

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00



Brenda Crary, MFT

5-30-12
Date



PROFESSIONAL SERVICES AGREEMENT

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

BRENDA CRARY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/14/12

CONSULTANT

Signature: Brenda Crary

Name: Brenda Crary

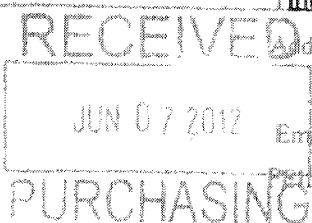
Title: Marriage, Family Therapist

Address: 33 Camino Azul

San Clemente, CA 92673

Email Address: brenda.crary@cox.net

TEL/VSSN: 564-23-3400



FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente CA 92673
949-939-4701
brendacrary@cox.net

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Brenda Crary
Brenda Crary, MFT

5.30.12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: B. C. Cuy Date: 5-30-12

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213030**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213030 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Marriage Family Therapist
Title

Date: 8/24/12

Date: 8-11-12

EXTENSION OF AGREEMENT NO. ICA 1213032

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TIWAHE TECHNOLOGY

Independent Contractor Agreement No. ICA 1213032 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Tiwahe Technology shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Tiwahe Technology

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Tiwahe Technology LLC for Capistrano Unified School District

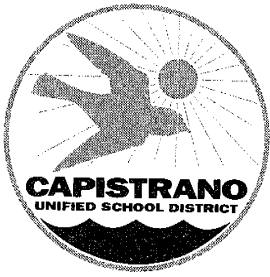
Fee Schedule for Work to be Completed in 2013-2014 School Year

Monthly training workshops with staff and/or students, including	\$2500
<ul style="list-style-type: none"> - customized curriculum - preparation of materials, handouts, and worksheets - delivery of lectures - facilitation of group-based hands-on instruction - facilitation of discussion in small and large groups 	
Training and use of custom applications developed for transition students as part of the larger Technology in the Workplace program	\$500
Program Evaluation	\$200
9 Months of technical and logistical support by phone and email @200\$ per month	\$1800
SUBTOTAL	\$5000
10% Discount*	\$500
TOTAL	\$4500

*One time reduction in light of current fiscal crisis, to be removed in future years or if funding levels are restored in this year.



Signed: Gillian R. Hayes, April 30, 2013



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
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VICE PRESIDENT

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CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail tiwahetech@gmail.com

Tiwahe Technology
9 Vigil Ct
Irvine, CA 92617
Attention: Gillian Hayes

Subject: Extension of Contract No. ICA 1213032

Dear Ms. Hayes:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing

Tiwahe Technology LLC for Capistrano Unified School District

Fee Schedule for Work to be Completed in 2013-2014 School Year

Monthly training workshops with staff and/or students, including	\$2500
<ul style="list-style-type: none">- customized curriculum- preparation of materials, handouts, and worksheets- delivery of lectures- facilitation of group-based hands-on instruction- facilitation of discussion in small and large groups	
Training and use of custom applications developed for transition students as part of the larger Technology in the Workplace program	\$500
Program Evaluation	\$200
9 Months of technical and logistical support by phone and email @200\$ per month	\$1800
SUBTOTAL	\$5000
10% Discount*	\$500
TOTAL	\$4500

*One time reduction in light of current fiscal crisis, to be removed in future years or if funding levels are restored in this year.



Signed: Gillian R. Hayes, April 30, 2013



INDEPENDENT CONTRACTOR AGREEMENT

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

TIWAHE TECHNOLOGY

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 \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/11/12

Signature: Steve Hosaflook
 Name: Steve Hosaflook
 Title: CEO
 Address: 9 Virgil Ct
Irving CA, 92617
 Email Address: tiwahe@tiwahe.com
 FEIN/SSN: 45-3306061

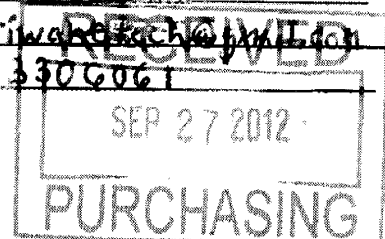


EXHIBIT A

FEE SCHEDULE

**Tiwahe Technology, LLC for Capistrano Unified School District
Fee Schedule**

Work to be completed:

7 training workshops @ \$400 per workshop, including → \$2800

- customized curriculum
- preparation of materials, handouts, and worksheets
- delivery of lectures
- facilitation of discussions and hands-on practice

Program evaluation @ \$400

9 months of technical and logistical support by phone and email @ \$200 per month → \$1800

Total expected fees: \$5000

By: _____

J. Hayes

Date: _____

9/25/12

EXTENSION OF AGREEMENT NO. ICA 1213033

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PATRICIA CROMWELL

Independent Contractor Agreement No. ICA 1213033 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Patricia Cromwell shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

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

Capistrano Unified School District

Patricia Cromwell

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By: Patricia Cromwell Date: 5-30-12



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

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VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail patricia.cromwell@gte.net

Patricia Cromwell
1354 Springfield St. Apt. C
Upland, CA 91786

Subject: Extension of Contract No. ICA 1213033

Dear Ms. Cromwell:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Antifae, Donna M.

From: Patricia Cromwell <patricia.cromwell@gte.net>
Sent: Friday, April 26, 2013 2:03 PM
To: Antifae, Donna M.
Subject: Contract 2013-2014

Donna Antifae
Buyer/Planner, Purchasing

Re: Extension of Contract No. ICA 1213033

I'm very sorry that I cannot lower my fee for the coming school year.
I get so little work from your district and by the time I pay for all supplies, braille paper, braille labels, covers, notebooks, spirals, mailers and postage, I don't even make minimum wage as it is.

Sincerely,
Patricia Cromwell
1354 Springfield St., Apt C
Upland, CA 91786



INDEPENDENT CONTRACTOR AGREEMENT

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

PATRICIA CROMWELL

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 \$5,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/14/12

Signature Patricia Cromwell

Name: Patricia Cromwell

Title: _____

Address 1354 Springfield St. Apt C
Upland, CA 91786

Email Address: patricia.cromwell
@att.net

FEIN/SSN 540-34-9320

EXHIBIT A

FEE SCHEDULE

Patricia Cromwell
1354 Springfield St., #C
Upland, CA 91786
(909)981-5227

Braille Transcription services – at an hourly rate of \$15.00

By: Patricia Cromwell Date: 5-30-12

**EXTENSION OF AGREEMENT NO. PSA 1213038
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
T. DAVIS & ASSOCIATES, INC.**

This contract was pulled from this agenda item on 5-17-13.

Pages 235-242

EXTENSION OF AGREEMENT NO. ICA 1213084

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BARBER & GONZALES CONSULTING GROUP

Independent Contractor Agreement No. ICA 1213084 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Barber & Gonzales Consulting Group shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$30,000.

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

Capistrano Unified School District

Barber & Gonzales Consulting Group

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A



PARADIGM PILGRIMS

in

Communication • Organizational Effectiveness • Negotiation

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

RE: Extension of Contract No. ICA 1213084

Dear Ms. Antifae:

Please note that I am in receipt of your letter dated 4/18/13 requesting an additional 10% reduction in the daily rate I charge the District for the services of my firm. I understand that this reduction is intended to apply to the 2013 / 14 fiscal year.

The current rate of \$2160.00 per day reflects the 10% reduction of last year from my already reduced, and now 10 year old, rate of \$2400.00 per day that I charge public education clients. The current request will reduce the daily fee from \$2160.00 to \$1944.00 per day.

As I do not add a handling premium to travel expenses or materials preparation I will continue to invoice travel and materials costs as billed to me by vendors.

Accordingly, I agree to the "fee schedule" for the 2013 / 14 as follows:

Trainer / Facilitator / Consultant	\$1944.00 p/day
Support Facilitator as needed	540.00 p/day
Travel	as billed
Materials	as billed

Steve Barber

PLEASE REPLY TO

8035 South Lake Circle; Granite Bay, CA 95746 ✓
 201 University Ave. # F-210; Berkeley, CA 94710
 801 Henry Ford Ave. #D11 Wilmington, CA 90744

Phones 916 786-4368; 916-847-9064 cell • Fax 916 786-0750 • Email steve@paradigmpilgrim.com

Web page www.paradigmpilgrim.com



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 18, 2013

Sent via e-mail steve@paradigmpilgrim.com

Barber & Gonzales Consulting Group
801 Henry Ford Ave. #D11
Wilmington, CA 90744
Attention: James Stephen Barber

Subject: Extension of Contract No. ICA 1213084

Dear Mr. Barber,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA N CAPISTRANO



PARADIGM PILGRIMS

in

Communication • Organizational Effectiveness • Negotiation

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

RE: Extension of Contract No. ICA 1213084

Dear Ms. Antifae:

Please note that I am in receipt of your letter dated 4/18/13 requesting an additional 10% reduction in the daily rate I charge the District for the services of my firm. I understand that this reduction is intended to apply to the 2013 / 14 fiscal year.

The current rate of \$2160.00 per day reflects the 10% reduction of last year from my already reduced, and now 10 year old, rate of \$2400.00 per day that I charge public education clients. The current request will reduce the daily fee from \$2160.00 to \$1944.00 per day.

As I do not add a handling premium to travel expenses or materials preparation I will continue to invoice travel and materials costs as billed to me by vendors.

Accordingly, I agree to the "fee schedule" for the 2013 / 14 as follows:

Trainer / Facilitator / Consultant	\$1944.00 p/day
Support Facilitator as needed	540.00 p/day
Travel	as billed
Materials	as billed

Steve Barber

PLEASE REPLY TO

8035 South Lake Circle; Granite Bay, CA 95746 ✓

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**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

BARBER & GONZALES CONSULTING GROUP

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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 \$30,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

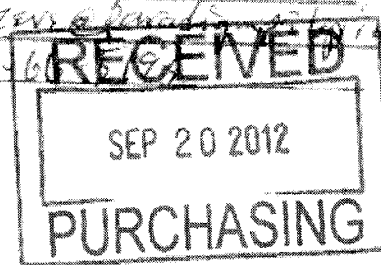
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/27/12

CONTRACTOR

Signature: [Signature]
 Name: James Stephen BARBER
 Title: Principal
 Address: 6035 So. Lake Circle
Gravette Bay CA 95746
 Email Address: STEVE@barberandgonzales.com
 FEIN/SSN 564-60



INDEPENDENT CONTRACTOR AGREEMENT No. 1213084
 CAPISTRANO UNIFIED SCHOOL DISTRICT



PARADIGM PILGRIMS

in

Communication • Organizational Effectiveness • Negotiation

Ms. Jodee Brentlinger
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re.: Contract modification.

Dear Jodee:

Please allow this letter to memorialize our previous conversation about the financial constraints facing the district and the capacity of Barber & Gonzales to adjust our rate. Because of the nature of our work with both public and private sector clients we are well aware of the serious, and in some cases "dire", financial realities faced by all.

As we mentioned we will be pleased to reduce our daily rate by 10% to \$2160.00. We will continue to bill all travel and material expenses without markup.

Also, as we discussed with your negotiations team and CSEA the identification of additional negotiations dates for Spring is in order. I have listed in an email (for easier circulation) a selection of potential dates which I have placed on my calendar "in pencil" so that we can use them as a starting place to identify dates that may be more suitable to all calendars.

Please let me know if you will need further information from me in regard to either of these above items.

Sincerely,

Steve Barber
BARBER & GONZALES CONSULTING GROUP

Please reply to:

8035 South Lake Circle; Granite Bay, CA 95746
201 University Ave. # F-210; Berkeley, CA 94710
801 Henry Ford Ave. #D11 Wilmington, CA 90744

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Web page www.paradigmpilgrim.com



PARADIGM PILGRIMS
in

Communication • Organizational Effectiveness • Negotiation

May 25, 2011

Jodee Brentlinger
Assistant Superintendent
Personnel Services
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Cultural Transformation

Dear Ms. Brentlinger:

Thank you again for our recent telephone conversation. Digital connections will never replace the human voice when it comes to covering a lot of ground and developing understanding. In pursuit of that let me say that my understanding from our conversation is that the parties to the relationship between CSEA and the District see an opportunity at this time to initiate an effort to transform that relationship. Further, that this opportunity exists with not only the practice of contract negotiations but with regard to relationships and decision making practices throughout the district as a "workplace" for CSEA members and District managers/supervisors.

Importantly, I also understand that the parties are committed to initiating the steps necessary to operationalize this opportunity. Based upon this understanding I am pleased to outline here the specifics involved in such an initiative. This outline reflects the general comments I made during our conversation, and it reflects the thinking of the organizational development community that the most effective approach to transforming the culture of an ongoing, "can't shut down to re-tool" organization such as a school district is to become a "learning organization". Accordingly, this outline reflects a "learning curve" that is also designed to eventually eliminate, except for periodic review and refreshment, the necessity of an intervening, outside consultant.

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Web page www.paradigmpilgrim.com

The professional literature, and my own practice over the past 26 years, reveals that with an ongoing organization the most impactful and cost effective approach to learning is to adopt an "action learning" model. This involves combining outright training with the application of the concepts, principles, and elements presented in that training with their specific application to real issues and opportunities in real time. In addition so as to eventually reduce the reliance upon an outside, intervening consultant as well as develop the capacity internally to both proceed with and sustain the desired cultural transformation a "train the trainers" approach to this model is also recommended herein.

Phase one: initial training for negotiators and leadership.

At Barber and Gonzales Consulting Group we have come to refer to contract negotiations as "the crucible" of the labor-management relationship. This reference is within the context of a philosophy or understanding that one of the common denominators of successful organizations is that they have healthy, positive, and productive labor management relationships throughout the organization. The approach used by the parties for the decision making regarding fundamental terms and conditions of employment is critical to the character of this relationship.

The first step is a 5 day training that is conducted in three increments interspersed with actual negotiations or decision making in real time on actual opportunities. The parties to this training, with participant numbers at between 18 and 24, should be those who actually participate in contract negotiations and the parties to whom these negotiators make initial reports about the negotiations such as the Superintendent's Cabinet or union Executive Board. If possible, this initial training can include elected officials.

The initial training increment consists of three days. A component of the third day of training is the development of an agenda of real opportunities upon which the decision making model introduced during the training can be applied. Between the initial training increment and the second, which should follow some ten or so business days later, the trainer/facilitator and the negotiators schedule at least one day to apply the skills learned in the first three days to actual agenda items.

The second training increment, conducted within at least three weeks to a month after the first increment of three days, is a "day 4" of training to both refresh the parties on the

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principles introduced in the first increment as well as add more depth and breadth to those principles and elements.

Between the second and third increments of the training the negotiators and trainer/facilitator invest another full day continuing the work begun on the agenda of issues identified by the full group on "day 3" of the training.

The third increment of training consists of a "day 5" to again refresh the training group on the principles and elements of the decision making model as well as again broaden and add to the concepts.

Following the third increment, with the trainer serving as facilitator, invest another minimum of 3 days (not all at once) applying the decision making principles to actual agenda items. Then, in a "day 6" the full complement of participants assembles again to review and refresh on the principles introduced in the initial 5 days. Of critical importance of "day 6" of the training is that the participants are asked to address and decide the question of whether to continue the initiative. Assuming that the answer to this question is "yes" then, with the trainer/facilitator serving as consultant, the parties are introduced to a technique for assuring the sustenance of the initiative into the future.

Phase two: cultivating capacity by training trainers

It can be expected that the constituencies of the parties to this initiative will be watching and assessing the effort through their conventional perspectives about labor, management, and workplace relationships. Inevitably, it can be expected that inaccurate characterizations such as "in bed with management" or "giving away the store" will emerge. Just as inevitably the parties closest to this initiative by having participated in the initial 5 days of training and 5 days of application upon real issues will come to realize that the concepts, principles, and elements of the decision making paradigm are appropriate to and have application virtually throughout the entire organization.

Phase two is designed to answer these realizations. This phase is designed to both build capacity within the leadership and throughout the organization to practice and sustain the practice of the decision making approach.

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The "train the trainers" component begins with a training session of a minimum of two days designed to introduce the initial participants in the Phase one training to basic facilitation skills. Then using middle management staff and union site representative as training participants the trainer/facilitator with the help of the "facilitators" newly introduced to the craft as support in the training simulations another 5 day training module is initiated.

This pattern is replicated month after month using site based decision making group participants, parent groups etc. as training participants with the facilitators "going to school" on the trainer/facilitator until each of them is comfortable stepping up to present a component of the training, being coached by the trainer/facilitator. Over time a cadre of facilitators becomes comfortable with presenting a sufficient number of training elements such that this cadre becomes a team of trainers without the necessity of relying upon the external consultant. As well, over time more and more staff from throughout the organization become acquainted with the initiative, concepts, principles, and elements such that their application and correct characterization of the initiative become widespread.

Graphics:

Attached as part of this proposal is a rough graphic of what I have described above. Also, I am including a copy of the workbook I use for the training. This book contains background and biographical information. The book also contains some of the professionally published articles authored by yours truly.

Cost:

Trainer / Facilitator / Consultant	\$2400.00 p/day
Support Facilitator (initial training)	600.00 p/day
Travel	as billed
Materials	est. \$20.00 per person

Parham & Gonzales Consulting Group
Please reply to
8035 South Lake Circle; Granite Bay, CA 95748
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801 Henry Ford Ave. #D11 Wilmington, CA 90744
Phones 916 786-4368 off. 916 847-9064 cell • Fax 916 786-0750 • Email steve@paradigmpilgrim.com
Web page <http://www.paradigmpilgrim.com>

Jodee, I hope that this outline provides the information and understanding you need to sustain the commitment and approval of your management colleagues and CSEA to proceed with this design. Please do not hesitate to call upon me for more explanation, questions, or materials. I would be happy to meet with you and/or others to personally explain this approach.

Sincerely,

Steve Barber

Barber & Gonzales Consulting Group
Please reply to

8035 South Lake Circle; Granite Bay, CA 95746
201 University Ave, #F210; Berkeley, CA 94710

801 Henry Ford Ave, #D11 Wilmington, CA 90744

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EXTENSION OF AGREEMENT NO. ICA 1213087

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ART MASTERS, INCORPORATED

Independent Contractor Agreement No. ICA 1213087 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Art Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

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

Capistrano Unified School District

Art Masters, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Art Masters

Assembly & In-service Art Programs



Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

*Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

Program cost

See Exhibit A attached.

Art Masters

Art Masters Programs Exhibit A 2013-2014



The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2013-2014 school year. This is the 4th consecutive year that Art Masters has not increased our billing rates.

Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$335		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$65
Resources (a)	\$150 to \$400		

Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	\$335	
Staff Development Workshops	\$225	
Implementation Guide		\$65
Resources (a)	\$225 to \$475	

(a) Resources Include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2013-2014 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.



CAPISTRANO UNIFIED SCHOOL DISTRICT

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TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 18, 2013

Sent via e-mail stuart@art-masters-inc.com

Art Masters, Inc.
24872 Via Del Rio
Lake Forest, CA 92630
Attention: Stuart Groman

Subject: Extension of Contract No. ICA 1213087

Dear Mr. Groman,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Art Masters, Inc.

24872 Via del Rio ● Lake Forest, CA 92630

● Fax: 949-581-4022

● Phone: 949-581-2317

April 25, 2013

Ms. Donna Antifae
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675

Dear Ms. Antifae,

Per your request, I have attached the Art Masters Master Fee Schedule for the 2013-2014 school year. We do understand the state's ongoing financial crisis and the impact it has on the Capistrano Unified School District and the Parent Teacher Associations that help fund the academic needs of our school children. In the spirit of cooperation, Art Masters, Inc., for the 4th consecutive year, has not increased our fee schedule.

We thank you and the District the opportunity to provide the students of the Capistrano Unified School District with the best art instruction and education program on the market today.

If you have any questions or need additional information, please let me know.

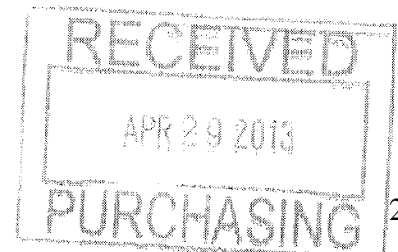
Respectfully,



Stuart J. Groman
President
Art Masters, Inc.

encl

Excellence in Art Education



259

Art Masters

Assembly & In-service Art Programs



Our Assembly and in-service program provides *Art Master* story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

Slide assemblies

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Art Masters Programs Exhibit A 2013-2014



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Resources (a)	\$225 to \$475	

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ART MASTERS, INC.

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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:

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Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/27/12

CONTRACTOR

Signature: [Signature]
 Name: STUART J. GROMAN
 Title: PRESIDENT, ART MASTERS, INC
 Address: 24872 VIA DEL RIO
LAKE FOREST, CA 92630
 Email Address: STUART@ART-MASTERS-INC.COM
 FEIN SSN: 33-0531131

Art Master

Assembly & Classroom Studio Art Program Costs



Our full service assembly and classroom studio art program provides teaching resources for teachers from a 1st class to a 12th grade.

Slide assemblies

A full day of grade level multimedia assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Classroom studio art activities

Thoroughly trained AMI staff members (credentialed teachers and/or practicing artists) visit every classroom to guide students through a one-hour hands-on studio art activity for each unit of study. Our teachers are trained to ensure that every student meets the medium and the technique with success!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music selected by a musicologist and composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies*

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with education codes.

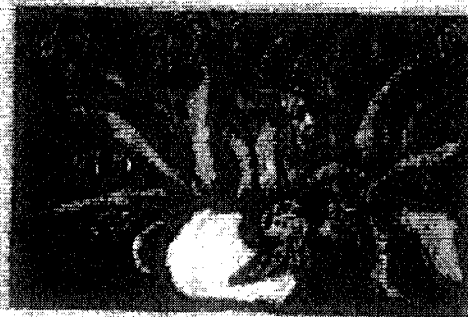
*Schools provide construction paper and duplicating of student skill sheets.

Program cost

See Exhibit A attached

Art Master

Assembly & In-service Art Programs



Our Assembly and in-service program provides Art Master story-telling lecturers for assemblies, followed by a workshop for your faculty or parent volunteers.

Slide assemblies

A full day of grade level multimedia/slide assemblies for each unit introduces students to artists and cultures through multimedia/slide presentations, stories, music and games. Visiting Art Master lecturers are trained in discipline based art education and story telling techniques.

Staff development workshops for classroom studio art activities

Studio art workshops for each program unit thoroughly prepare faculty or volunteers to guide students through follow-up art activities. Our workshop leaders share their classroom teaching experiences with each art project to ensure every participant's success in the classroom. Everyone masters a medium and a technique with each new artist-unit!

Coordinators meeting

A consultation with volunteer or staff coordinators covers ordering and cutting paper, scheduling, and duplicating student skill sheets and lesson plans.

Implementation guide notebook

Plans for paper ordering, scheduling, and organizing volunteers to assist with art activities are included in an easy to follow notebook. Includes student worksheets, a leveled writing component for teachers ("Art in Writing"), lesson plans for teachers, program outlines, vocabulary lists, recruitment letters, supply lists, newsletter articles, and even thank you notes for volunteers.

Prints and Music

A large laminated reproduction of a work of art from the artist or culture is coordinated with each unit and technique being studied. Music composed during each period of art studied enhances the classroom art activities and lectures.

Art supplies

A class set of art supplies is provided for every unit. Tumblers for holding brushes and pens, water cups, paper plate palettes, blending tissues, and carrying tote are all included in the art supply package. All materials comply with California State Education Codes.

Schools provide construction paper and duplicating of student worksheets and teacher lesson plans.

Program cost

See Exhibit A attached.

Art Master

Art Masters Programs Exhibit A 2012-2013



The following table lists the costs of our Full Service Assembly and Classroom Studio Art Program and our Assembly and In-service Program for the 2012-2013 school year.

Full Service Assembly and Classroom Studio Art Program:

	Price per Unit	Price per Class per Unit	Price per School
Slide Assembly	\$335		
Classroom Studio Art Activity		\$40	
Implementation Guide			\$65
Resources (a)	\$150 to \$400		

Staff Assembly and In-service Program:

	Price per Unit	Price per School
Slide Assembly	\$335	
Staff Development Workshops	\$225	
Implementation Guide		\$65
Resources (a)	\$225 to \$475	

(a) Resources include Lesson Plans (in-service plans only), Prints and Music, and Art supplies. Art supplies vary from unit to unit. Art Masters tries to utilize economies of scale. By doing so we keep the costs down and reuse many of the supplies. If more than one unit is purchased and an art supply can be used in one or more units, Art Masters will only charge the customer for that given supply once. For example, if the customer purchases one unit that requires the use of chalk pastels and purchases a second unit (a different artist) that also uses chalk pastels, the customer will only pay for one set of the chalk pastels. Additionally, the cost for Resources will be lower for schools that have previously used Art Masters, since some of the Resources can be used from year to year.

The prices stated above are for the 2012-2013 school year. Each individual school will be required to sign an agreement outlining the type of Service to be provided, the number of Units requested, and the number of classes. The Resources will be calculated based on these variables together with the Resources that the individual school already has in place. This rate table will also apply to any changes in the number of Units or the actual number of classes. A contract adjustment billing or a credit will be given in such cases. This price sheet is subject to change and Art Masters, Inc., may unilaterally notify Customer in writing of any changes in pricing or fees or other amounts hereunder.

EXTENSION OF AGREEMENT NO. ICA 1213088

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

QUINTESSENTIAL SCHOOL SYSTEMS

Independent Contractor Agreement No. ICA 1213088 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Quintessential School Systems shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Quintessential School Systems

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

QUINTESSENTIAL SCHOOL SYSTEMS

April 26, 2013

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Donna Antifae

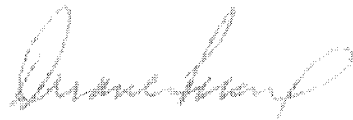
Dear Donna,

In response to your emailed letter dated April 18, 2013 referencing Contract ICA-1213088.

The contract rate of \$1,500 per day is the **QSS** published daily on-site rate which applies to all customer engagements for all customers. The rate of \$1,500 per day was set July 1, 2008 and has not been increased in recognition of the ongoing fiscal crisis experienced by public education in California. Our published rate schedule provides for this rate to be honored through June 30, 2014, which reflects six (6) years without a rate adjustment.

If you desire to discuss this matter further, please contact me by phone at 650-998-9500 x608, or email me at duane@qss.com

Sincerely,



Duane Percox
Senior Partner
Chief Operating Officer

QSS



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 18, 2013

Sent via e-mail duane@qss.com

Quintessential School Systems
867 American St, 2nd Floor
San Carlos, CA 94070
Attention: Duane Percox

Subject: Extension of Contract No. ICA 1213088

Dear Mr. Percox,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARITA • SAN JUAN CAPISTRANO • SAN JUAN CAPISTRANO

April 26, 2013

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Donna Antifae

Dear Donna,

In response to your emailed letter dated April 18, 2013 referencing Contract ICA-1213088.

The contract rate of \$1,500 per day is the **QSS** published daily on-site rate which applies to all customer engagements for all customers. The rate of \$1,500 per day was set July 1, 2008 and has not been increased in recognition of the ongoing fiscal crisis experienced by public education in California. Our published rate schedule provides for this rate to be honored through June 30, 2014, which reflects six (6) years without a rate adjustment.

If you desire to discuss this matter further, please contact me by phone at 650-598-9500 x608, or email me at duane@qss.com.

Sincerely,



Duane Percox
Senior Partner
Chief Operating Officer

QSS



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

QUINTESSENTIAL SCHOOL SYSTEMS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 6/27/12

CONTRACTOR

Signature: Duane Percox
 Name: Duane Percox
 Title: President/CEO
 Address: 867 American St. 2nd Floor
San Carlos, CA 94070
 Email Address: Duane@qss.com
 FEIN/SSN: 94-3115340

QUINTESSENTIAL SCHOOL SYSTEMS

Background

Within the scope of this document, Capistrano USD is undertaking a two phase approach to evaluate how QSS/OASIS software is being used in both the Human Resources and Budget capacity to identify practices and training that will support increased efficiency by staff in data entry in both traditional QSS/OASIS and QSS/OASIS QCC.

The first phase of the scope of work will involve observations, interviews and evaluation of current practices in QSS/OASIS used by district level staff in multiple divisions. Based on the data collected during phase one, the consultant will develop custom training based on the needs identified. The customized training will not only address traditional QSS/OASIS but will also introduce how the tasks can be completed in QSS/OASIS QCC as well.

Services to be provided by the Contractor

The contractor, throughout the implementation of these two phases will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Evaluation of Software Practices
- C. Customized Training of QSS/QCC
- D. Project Management

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

Deliverables

Milestone	Description	Days Estimation
Interviews / Business Practice Analysis / Evaluation of Practices	On site interviews and observation of current use and practices.	1
Customized QSS/QCC Training	Total time to be determined via the 'Interviews / Business Practice Analysis / Evaluation of Practices' portion.	2 - 4


PRICING

RESOURCE	RATE
Consultant	\$1,500.00/day
Travel	\$500/day (approximate)

QSS

Page 7 of 7

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: Travel expense directly related to project activity, and at the request and pre-approval of the District.



Duane Percox, CEO

June 8, 2012

Date

EXTENSION OF AGREEMENT NO. ICA 1213091

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NVLS PROFESSIONAL SERVICES, LLC

Independent Contractor Agreement No. ICA 1213091 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with NvLS Professional Services, LLC shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$19,000.

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

Capistrano Unified School District

NvLS Professional Services, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

RFP NO. 2-1213
E-RATE CONSULTANT

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Services Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
E-Rate Consulting - Including Scope of Work & ADDITIONAL TASKS	\$19,000 - Total for 7/1/12 - 6/30/13

	Contract Price
Total Price for E-Rate Consultant Services	\$19,000
Total Price for Technology Planning Services	\$125/hr TBD
Total Price for Audit Assistance	\$125/hr TBD
Grand Total for all Services	\$19,000 PLUS \$125/hr for Audit or Tech Plan Assistance where necessary

NVLS PROFESSIONAL SERVICES LLC
Print Name of Firm

MANUJ VON LANGEN-SCOTT
Representative

84-1678547 EW
Federal I.D. #/License

(Manuj von Langen-Scott)
Authorized Signature

5/25/12
Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
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CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

Sent via e-mail nancyvls@sbcglobal.net

Subject: Extension of ICA 1213091 – E-Rate Consultant Services

Dear Ms. Von Langen-Scott:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Services Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
E-Rate Consulting -	\$19,000 - Total for
Including Scope of Work &	7/1/12 - 6/30/13
ADDITIONAL TASKS	

	Contract Price
Total Price for E-Rate Consultant Services	\$19,000
Total Price for Technology Planning Services	\$125/hr. TBD
Total Price for Audit Assistance	\$125/hr. TBD
Grand Total for all Services	\$19,000 PLUS

\$125/hr. for Audit or Tech Plan Assistance where necessary

NVLS PROFESSIONAL SERVICES LLC
Print Name of Firm

NANCY VON LANGEN-SCOTT
Representative

84-1678547 EW
Federal I.D. #/License

(Nancy von Langen-Scott)
Authorized Signature

5/25/12
Date

**Nancy von Langen-Scott
NvLS Professional Services, LLC**

11321 Legacy Terrace
San Diego, CA. 92131-3552
nancyvls@nvls-erate.com
Ofc: (858) 271 8585
Fax: (858) 271 0743
Cell: (858) 722-4456

April 23, 2013

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

Subject: Extension of ICA 1213091 – E-Rate Consultant Services

Dear Ms. Antifae

Thank you for the offer of extending our E-rate Consulting Services contract. We enjoy working with Susan, Gabe and the Capistrano USD staff. We would like to accept your offer at the price of our contract. In the past, we were able to lower our rates as requested by the District. We feel that our rates are fair and we would like to reiterate what we have done for the District at no cost.

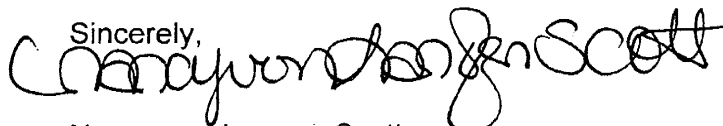
We included Request for Proposal (RFP) work in 2012 and 2013 for no extra charge although it is specified in the contract for \$125 per hour for that additional work.

Additionally, Rick Del Valle, my partner, has found overbilling issues with Cox for over \$15,000 (which almost pays for one year of our services). Rick is the consummate customer service-focused consultant, priding himself on providing above and beyond service to maximize Erate funding and reduce costs for the District.

I hope that you can realize the extra support that we give to the District and be able to renew our contract for the amount for which we agreed.

Thank you.

Sincerely,



Nancy von Langen-Scott
NvLS Professional Services, LLC
President

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

NvLS Professional Services, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services pursuant to RFP No. 2-1213, E-Rate Consultant 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 \$19,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 7/1/12 - 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.

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 4/27/12

CONTRACTOR

Signature: Nancy von Lengen-Scott

Name: NANCY VON LENGEN-SCOTT

Title: CEO

Address: 11321 LEGACY TERRACE

SAN DIEGO CA 92131

Email Address: nancy.vls@sbcglobal.net

FEIN/SSN: 84-1678547

Capistrano Unified School District

Request for Proposals

E-Rate Consultant RFP No. 2-1213

Response from

NvLS Professional Services, LLC

1. Executive Summary

For the last three years, NvLS Professional Services, LLC, has shown Capistrano Unified School District (CUSD) that we have the experience, tenacity and knowledge to obtain optimal E-rate funding for the District. NvLS Professional Services, LLC will continue to ensure that CUSD receives the largest amount of E-rate and California Teleconnect Funding available to them.

NvLS Professional Services, LLC will continue to provide one-on-one individual attention to CUSD. You will not be handed off to a "team of specialists"; you will receive first-hand consulting services from Rick Del Valle and Nancy von Langen-Scott, both with over 30 years experience in Telecommunications and both with over 15 years experience with E-rate.

NvLS Professional Services, LLC will provide the leadership and expertise to navigate through the maze of E-rate, partnering with Capistrano Unified School District, to secure premiere E-rate funding.

2. Narrative

Nancy von Langen-Scott of NvLS Professional Services, LLC, has been involved with E-rate since its inception in 1998, assisting most of the school districts in San Diego and Imperial County. Nancy von Langen-Scott became an independent E-rate Consultant in 2002 after retiring from Pacific Bell with 21 years in the Marketing Department, the last 10 years working with K-12 schools as a Senior Account Manager. Nancy also was a Middle and High School teacher in the Midwest before starting her career at Pacific Telephone in San Diego.

2. Narrative (continued)

Rick Del Valle, now partnering with Nancy von Langen-Scott, has over 31 years in the Telecommunications field. With Pacific Bell/ATT, Rick was a Technical Sales Specialist II, Account Manager and Senior Account Manager, involved with designing, selling and implementing some of the largest educational networks in California. These projects include CALREN 2, which connects all of the major universities and the Digital California Project (DCP), now called HSN, which connects most school districts in California to the Internet. After retiring from Pacific Bell/ATT in 2005, Rick began E-rate consulting with K-12 schools in Northern California.

Our experience includes E-rate consulting for school districts which range in size from one building to multi-location charter schools to districts with over 50-plus sites. NvLS Professional Services, LLC has an extensive background in Telecommunications, E-rate, California Teleconnect Fund (CTF) and the educational system. They pride themselves in maintaining excellent relationships with USAC Client Services and Technical Client Services representatives, E-rate and Account representatives from the major Telecommunications companies, such as ATT, Cox, Time Warner, Verizon Wireless, Nextel and many of the Priority 2 providers. These relationships facilitate higher approval rates in E-rate funding.

Nancy is located in San Diego so she is easily available to CUSD when necessary. She has worked closely with her 50 Districts, making sure that their applications comply with the ever-changing, stringent E-rate rules and she is innovative working with the PIA Reviewers to reach positive decisions for the Districts. She has succeeded in building her business on word-of-mouth referrals, from other districts, the County Office and Service Providers.

Being an ex-teacher and trainer, Nancy uses the consultative approach, speaking in English, not "Telephonese" or "E-ratese" and takes her clients step-by-step through the E-rate process, letting them know what and when items are due and letting the District be as involved (or not involved) as they want to be with the E-rate forms and procedures. She prides herself on her ability to relate to her clients and obtain the funding they deserve.

Rick Del Valle has an extensive background in Telecommunications and has worked with E-rate and CTF since 1998. Rick has been an independent E-rate consultant, specializing in RFP development and Tech Plan assistance since 2005. Rick has worked closely with CUSD for the last three years, leading the District through an extensive Selective Review / Audit, PIA Reviews, Technology Planning assistance, RFP development, review of former applications and disbursements and providing excellent leadership to the IT team when working with service providers, USAC personnel and filing of the appropriate E-rate forms.

a. Experience

The following schools have had **all of their E-rate and CTF Services** provided by NVLS Professional Services, LLC or Rick Del Valle.

"All E-rate and CTF Services" definition:

- Meet with District in summer/fall timeframe to discuss current and newly eligible services and products for 470 application
- Ensure Tech Plan is certified, current and includes existing and new services
- Ensures that 2-in-5 rule is in compliance if applying for Priority 2 services
- Write or assists in writing Supplemental Information Packages and/or RFP's for 470 applications
- Files 470(s), helps District respond to service provider questions, ensures the District complies with all USAC regulations, gives District template for Bid Selection and assists in how to complete form
- Creates and files 471 and Item 21 Attachments and answers PIA questions from USAC
- Creates Summary sheets, outlining District requests
- Creates Disbursement sheets, showing the Districts where they received or did not receive their funding in previous years
- Updates District on progress of applications, reviews and forms
- Completes and files all service provider forms (ATT Existing Services List and Certification, Data Gathering Forms, and Reimbursement forms)
- Files all California Teleconnect Fund (CTF)/ Discount Advanced Services (DAS) applications and E-rate Growth pages
- Files 486
- Files Form 500, if applicable
- Files BEARs
- Files appeals, if applicable, and any other necessary E-rate and CTF forms
- Keeps E-rate binders updated for each District

a. References

Irvine Unified School District

5050 Barranca Parkway Irvine, CA. 92604-4652

Mark Reider, Director of Information Services

949 936 5125; mreider@iusd.org

Dates of Service: 2003-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services (see definition above)

Contract amount: Under \$10,000

Sweetwater Union High School District

1130 Fifth Avenue Chula Vista, CA. 91911- 2812

Erika Madrid Gonzalez, Senior Administrative Assistant

619 585 7908 Erika.gonzales@suhsd.k12.ca.us

Dates of Service: 2007-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$22,000

Grossmont Union High School District

1100 Murray Drive El Cajon, CA. 92020

Guiselle Carreon, Director of Purchasing

619 644 8051 gcarreon@sdcoe.net

Dates of Service: 2008-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$20,000

Fremont Unified School District

4210 Technology Drive, Fremont, CA 94538

John Krull, Director of Technology,

510-657-2350 jkrull@fremont.k12.ca.us

Dates of Service: December 2011 to present (Rick Del Valle)

Description of Service: All E-Rate and CTF services

Contract amount: \$15,000

Pleasanton Unified School District

4665 Bernal Ave Pleasanton, CA 94566

Larry Lagatta, Director of Maintenance, Operations, and Transportation

925-426-4400 lagatta@pleasanton.k12.ca.us

Dates of Service: 2005-Current (Rick Del Valle)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$10,000

San Lorenzo Unified School District

15510 Usher Street San Lorenzo, CA 94580

Lowell Shira, Assistant Superintendent-Business

510-317-4600 lskira@slzUSD.org

Dates of Service: 2007-Current (Rick Del Valle)

Description of Service: All E-rate and CTF Services

Contract amount: \$10,000

b. Tasks our firm will perform

We will perform the same functions that we have provided for CUSD and our current clients and adhere to all of the services requested under your Scope of Services. These include:

- 1) Be available via phone, teleconference bridge, email or fax within the same day and appear in person within 24 hours.
- 2) Ensure all E-rate forms are in compliance.
- 3) Provide updates on applications, reviews and modifications progress.
- 4) Maintain a binder with all pertinent documents, given to the District at the closure of all funding.
- 5) Keep District informed of changes in E-rate process and help staff take advantage of newly eligible services and products.
- 6) Assist with Technology Plan, as needed.
- 7) Work with staff to ensure all eligible services and products are included in the E-rate process.
- 8) Research and evaluate 2-in-5 year rule for Internal Connections for the District.
- 9) Assist District in preparation of RFPs and that they are coordinated with 470 applications.
- 10) Prepare, submit and ensure certification of 470's with drafts for review.
- 11) Review and assist the bid process.
- 12) Verify that potential and selected service providers hold proper FCC certification.
- 13) Work with District and service providers to obtain all information for forms.
- 14) Prepare, submit and ensure certification of the 471 applications with drafts for review.
- 15) Prepare and file Item 21 attachments.
- 16) Review 471 applications for possible changes and submit those to SLD.
- 17) Respond to PIA questions for best outcome.
- 18) Manage and respond to higher level reviews and audit processes.

b. Tasks our firm will perform (continued)

- 19) File 486 form after verifying with District their CIPA compliance, approval of Tech Plan and service start dates. Handle SLD questions.
- 20) Work with the District and service providers to initiate E-rate discounts and verify that discounts are being received.
- 21) Work with District to prepare, submit and manage BEAR forms.

Additional / Optional Tasks not described in Scope of Work:

- As in the past three years, we will hold an annual meeting with CUSD to prepare for the 470 application, review E-rate changes and additions, review past years' applications and disbursements.
- File all California Teleconnect Fund (CTF)/ Discount Advanced Services (DAS) applications and E-rate Growth pages.
- Complete outstanding forms and paperwork for previous E-rate funding years
- Provide Summary sheets of 471 Funding Requests, showing what services and by whom
- Provide Summary of Disbursements for current and past years to show where the funding has or has not been received and analyze if there is some "unfound" funding to obtain
- Provide E-rate alerts and updates throughout the year
- Provide Open Door policy; whenever there are questions or concerns, contact NVLS Professional Services, LLC and we'll navigate through them with honesty and integrity

3. Fees/Services Schedule

For the performance of the items listed above, the rate will be \$19,000. **Pricing Sheet attached.** The cost for Technology Planning Assistance, which is assisting the District with incorporating eligible services into the Tech Plan, making sure that the Tech Plan is current and certified is \$125 per hour. The cost for Audit Assistance is \$125 per hour or negotiable, dependent on requirements. Depending on District involvement, the hours can be substantially reduced. Although very involved for the past three years, we have not charged the additional hours for Tech Plan and Selective Review assistance.

4. Additional Data

Letters of Recommendation: Can be provided upon request from any of the Districts mentioned above or from any of our sixty clients.

Testimonial 1: From Frank Azevedo, Fallbrook Union High School District, Director of Information, frank@fuhisd.net

We have been working with Nancy von Langen-Scott of NVLS Consulting, her group is local to southern California. If I had found her a few years earlier, I might not have so much gray hair! She is fantastic to work with, and keeps me on the E-rate straight and narrow. Without going into specific numbers, her services have actually paid for themselves many times over by identifying and managing e-rate opportunities that we were overlooking.

Hats off to Nancy and her organization.

Testimonial 2:

*Nancy,
You amaze me. Thank you so much!*

*Elaine Heaps
Lakeside Union SD
Business Services
(619)390-2617
FAX (619)390-2564*

Testimonial 3:

Rick,

You've been a GREAT resource to us and we would be very happy to give you a glowing review to any potential clients that come your way!

*Patty van Looy
Telecommunications Specialist
Maintenance Department
Pleasanton Unified School District
925-426-4403
FAX: 925-426-0564
pvanlooy@pleasanton.k12.ca.us*

Testimonial 4:

Rick:

Although I am new to this detail of E-rate, Ted has always spoken highly of your work and I can now attest to that myself.

Thanks, Tim

*Timothy Erwin
Senior Director of Human Resources
Newark Unified School District
5715 Musick Ave., Newark, CA 94560
510-818-4242 work, 510-792-9681 fax*

Ongoing Commitment to Professional Education:

- Attend annual USAC E-rate training in Washington, DC and Los Angeles
- Attend annual CDE E-rate training and have been a panel member in past CDE training sessions
- Work with other E-rate Consultants for exchange solutions
- Attend other E-rate meetings or training from CETPA, HSN or CDE
- Stay in regular contact with E-rate and Account representatives from ATT, Cox, Time Warner, Nextel, ATT Mobility, Verizon, Vecotr, Edline, Verizon Wireless, etc.
- Stay in regular contact with USAC Client Service Bureau and USAC Technical Service Bureau
- Work with State of California, California Department of Education and HSN E-rate representatives for best practices

Total Number of Permanent Employees:

One, Nancy von Langen-Scott. Partnership with Rick Del Valle, E-rate Consultant and two part-time clerical staff.

Other:

- Rick Del Valle has had an excellent working relationship with CUSD's IT and accounting staff for the past three years. He has provided invaluable leadership in the E-rate process.
- With Rick's longevity at Pacific Bell/ATT of over 31 years, he represents a wide knowledge base for telecommunications, Internet and equipment. Because Rick has worked with E-rate and DAS applications since inception, he knows the intricate details necessary for E-rate funding.
- After designing, selling and implementing networks for K-12 and universities, Rick's expertise makes him invaluable to technology planning necessary for K-12 school districts.
- Rick has developed all types of RFP's (Priority I and II) and was able to assist Capistrano Unified School District develop a Technology Plan and RFP requirements to procure the necessary services.
- Because Nancy von Langen-Scott has a long history of working with CTF and E-rate (since their inception), she has the expertise to enable Capistrano Unified School District to reach its fullest potential in discounts.
- Because Nancy has 21 years with Pacific Telephone/Pacific Bell/SBC/ATT, she has an extensive knowledge of telecommunications, CALNET and customized contracts with a basic knowledge to discuss and formulate information for Internet connectivity and Internal connections.
- Because Nancy has a teaching and training background, she cultivates her relationships with her clients so they are confident and comfortable with her E-rate knowledge and skills and has the ability to explain the process to them.

5. Certification Request for Proposals (Attached)

6. Certification by Contractor of Criminal Records Check (Attached)

7. Insurance Requirements for Sole Proprietor

Automobile Liability: \$1,000,000 (Attachment A)

Errors and Omission Insurance: \$2,000,000 (Attachment B).

8. W-9 Form (Attachment C)

9. Conflict of Interest Certification (Attached)

10. NonCollusion Declaration

11. Tobacco Use Policy

Interviews:

Currently, Nancy von Langen-Scott is available from Wednesday, June 6 – Friday, June 8, for a telephone or in-person interview. She will be out of the office and out of the country, May 27 - June 4, returning to the office on Tuesday, June 5, 2012. Please text her (858 722 4456) to set up an appointment or she will attempt to retrieve emails at nancvvl@sbcglobal.net.

Rick Del Valle worked more directly with Capistrano Unified School District for the past three years so you may wish to interview with him. To set up an appointment, he can be reached via email at: Rick.DelValle@yahoo.com or 510 457 5436. He is out of the country but will be able to participate in a phone interview June 4-8, 2012.

Summary

NvLS Professional Services, LLC is proud to participate in the Request for Qualifications for an E-rate Consultant for Capistrano Unified School District. We are a professional organization with an extensive background in telecommunications and vast experience with school districts, E-rate and California Teleconnect Funding. We look forward to continue our partnership with Capistrano Unified School District and providing them with premier E-rate Consulting.

Thank you for allowing us to participate in this Request for Proposal.



SPECIAL TERMS AND CONDITIONS TO AGREEMENT
CONTRACT NO. I0910005

Article 9. Termination: Delete sentence: *If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR.*

Article 11. Insurance: Professional Liability Insurance (Errors & Omissions) will be accepted in lieu of General Liability Insurance. Property damage coverage to be \$100,000.00 per each occurrence.

Exhibit A

EXTENSION OF AGREEMENT NO. PSA 1213037

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUSAN BERKOWITZ

Professional Services Agreement No. PSA 1213037 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Susan Berkowitz shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Susan Berkowitz

By: _____
Signature

By: _____
Signature

Terry Fluent _____

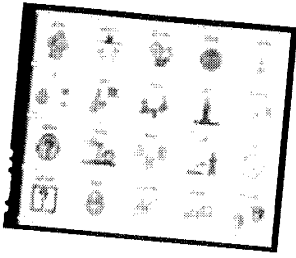
Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



Susan Berkowitz, M.S., M.Ed.
Speech-Language Pathologist

Fee Schedule for the Capo. USD 2013-2014

OFFICE

11270 Dunes Rd
San Diego, CA 92127

PHONE

619.980.0347

FAX

866.512.0474

EMAIL

berkowitz@horizonllc.com

WEB

web.mac.com/susanberkowitz

\$120 per hour if services provided within San Diego

\$130 per hour if services provided in Orange County

\$.565 per mile beyond 35 miles from my office

\$150 per hour due process hearings prepare and testify



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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ANNA BRYSON
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ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 22, 2013

Sent via e-mail berkowitzs2hotmail.com

Susan Berkowitz
11298 Duenda Road
San Diego, CA 92127

Subject: Extension of Contract No. PSA 1213037

Dear Ms. Berkowitz:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

Wrigley, Anavelyn S.

From: S Berkowitz <berkowitzs@hotmail.com>
Sent: Sunday, April 28, 2013 8:30 PM
To: Wrigley, Anavelyn S.
Subject: RE: 2013-2014 Extension Letter Requesting Fee Schedule
Attachments: capistrano unified fee schedule 2013.pdf

As you can see, last year I did reduce my fees to \$120 per hour. Unfortunately, as health factors make traveling up to Orange County increasingly difficult, I cannot further reduce my fees, nor leave them at the reduced rate if I am going to travel. Thank you for understanding.

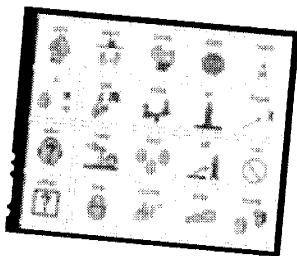
susan berkowitz, m.s.,c.c.c.,slp
speech-language pathologist,
aac consultant
serving san diego & surrounding counties
<http://susanberkowitzslp.com>

developer of Question It; the app for Wh-Questions
<http://languagelearningapps.com>

From: ASWRIGLEY@capousd.org
To: berkowitzs@hotmail.com
CC: DMANTIFAE@capousd.org; ASWRIGLEY@capousd.org
Subject: 2013-2014 Extension Letter Requesting Fee Schedule
Date: Tue, 23 Apr 2013 18:40:13 +0000

Good Morning,
Please find the attached documents regarding your 2013-2014 renewal and fee schedule. Please be advised that your response needs to be received on or before April 30, 2013. Should you have any question or concerns, please contact myself or Donna Antifae at (949) 234-9444.
Thank you.

Anavelyn S. Wrigley
Assistant Buyer
Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
P: (949) 234-9441
F: (949) 493-4083
aswrigley@capousd.org



Susan Berkowitz, M.S., M.Ed.
Speech-Language Pathologist

OFFICE

11298 Duende Rd
San Diego, Ca 92127

PHONE

619.980.0347

FAX

866.512.0474

EMAIL

berkowitzs@hotmail.com

WEB

web.mac.com/susanberkowitz

Fee Schedule for the Capo. USD 2013-2014

\$120 per hour if services provided within San Diego

\$130 per hour if services provided in Orange County

\$.565 per mile beyond 35 miles from my office

\$150 per hour due process hearings prepare and testify



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 24, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SUSAN BERKOWITZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: 

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 5/23/12

CONSULTANT

Signature: 

Name: SUSAN BERKOWITZ

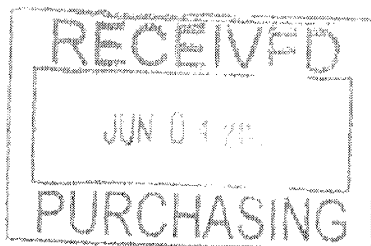
Title: SPECIAL LANGUAGE ASSISTANT

Address: 11248 DURANA RD

SAN DIEGO CA 92127

Email Address: BERKOWITZ@SC4-TECH.COM

FEIN/SSN: 197-36-3692



Professional Services Agreement Contract No. 1213037
Capistrano Unified School District



S-12

Susan Berkowitz, M.S.,
M.Ed
Speech-Language Pathologist

Fee Schedule 2011-12 and 2012-13 School Years*

Assessments, consultation, and IEP meeting attendance.....	\$130./hr**
Due Process Hearing testimony	\$150./hr

* no fee increased

** please note mileage reimbursement of \$.55 per mile in addition to hourly fee for services provided more than 40miles from office.

Effective July 1, 2012, all assessments will be at the reduced rate of \$120 an hour.

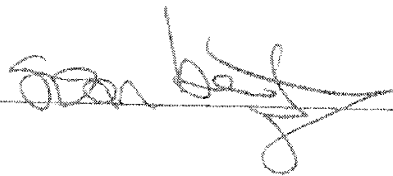
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: _____



Date: _____

05.21.12

EXTENSION OF AGREEMENT NO. PSA 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA 1213006 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Paul Alan Dore, PH.D shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

Capistrano Unified School District

Paul Alan Dore, PH.D

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

Paul Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~\$200.00~~ per hour

160.00

Signature

Paul Does

Date

6/14/12

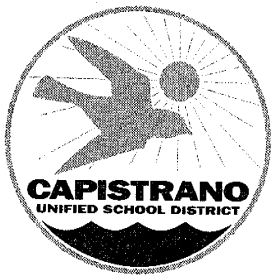
Typed or Printed Name

PAUL ALAN DOES

Fee schedule remains \$180 per hour.

Paul Does

4/24/13



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail sdiegopaul@aol.com

Paul Alan Does, PH.D
13135 Old Syracuse Drive
San Diego, CA 92128

Subject: Extension of Contract No. PSA 1213006

Dear Dr. Does:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

EXHIBIT A
FEE SCHEDULE

Paul Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~\$200.00~~ per hour

160.00

Signature *Paul Does* Date 6/14/12

Typed or Printed Name PAUL ALAN DOES

Fee schedule remains \$180 per hour.

Paul Does 4/24/13



PROFESSIONAL SERVICES AGREEMENT

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

PAUL ALAN DORES, PH.D

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/14/12

CONSULTANT

Signature: Paul Alan Dore

Name: Paul Alan Dore

Title: Psychologist

Address: 13135 Old Sycamore Dr.

San Juan Capistrano, CA 92675

Email Address: SDore@psd.net

FEIN/SSN: 548-92-2692

EXHIBIT A
FEE SCHEDULE

Paul Alan Does, PHD
Paul Alan Does, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~\$200.00~~ per hour

160.00

Signature  Date 6/14/12

Typed or Printed Name PAUL ALAN DOES

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

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

By: _____



Date: _____



**EXTENSION OF AGREEMENT NO. PSA 1213003
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
HEAR NOW DBA ABRAMSON AUDIOLOGY**

This contract was pulled from this agenda item on 5-17-13.

Pages 309-316

**EXTENSION OF AGREEMENT NO. PSA 1213004
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
HEAR NOW DBA ABRAMSON AUDIOLOGY**

This contract was pulled from this agenda item on 5-17-13.

Pages 317-324

EXTENSION OF AGREEMENT NO. ICA 1213007

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D

Independent Contractor Agreement No. ICA 1213007 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Sylvia Mende, PSY.D shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

Except as set forth in this Extension Agreement, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Sylvia Mende, PSY.D

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Sylvia Mende, Psy.D.
Clinical Psychologist
PSY 15870

P.O. Box 3315
Rancho Santa Fe, CA 92067

phone (858) 245-9706
fax (858) 759-5026

April 29, 2013

FEE SCHEDULE

Capistrano Unified School District Contract

Behavioral / Autism Consultation: \$121.50 per hour



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail sylmende@yahoo.com

Sylvia Mende, Psy.D
PO Box 3315
Rancho Santa Fe, CA 92067

Subject: Extension of Contract No. ICA 1213007

Dear Ms. Mende:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARI • CAPISTRANO

Sylvia Mende, Psy.D.
Clinical Psychologist
PSY 15870

P.O. Box 3315
Rancho Santa Fe, CA 92067

phone (858) 245-9706
fax (858) 759-5026

April 29, 2013

FEE SCHEDULE

Capistrano Unified School District Contract

Behavioral / Autism Consultation: \$121.50 per hour

**INDEPENDENT CONTRACTOR AGREEMENT**

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

SYLVIA MENDE, PSY.D

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 7-01-12-6-30-13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT**CONTRACTOR**By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/12/12Signature: Sylvia Mende, Psy.D.Name: SYLVIA MENDE, PSY.D.Title: CLINICAL PSYCHOLOGISTAddress: P.O. BOX 3315
RANCHO SANTA FE, CA. 92067Email Address: sy/mende@yahoo.comFEIN/SSN 563-49-5218

SPECIAL CONDITIONS

Contract ICA 1213007

Sylvia Mende Psy.D

Replace Article 7 Termination with Article 7 below.

7. Termination District and Contractor may terminate the Agreement at its convenience and without any breach by the District and Contractor upon ten (10) days' prior written notice to District and Contractor. District and Contractor may also terminate the Agreement immediately in its sole discretion for cause or upon District's and Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

EXHIBIT A
FEE SCHEDULE

Sylvia Mende PSY.D
P.O. Box 3315
Rancho Santa Fe, CA 92067
(858) 245-9706 phone
(858) 759-5026 fax
symende@capousd.org

Autism Supervision

\$135.00 per hour

Signature Sylvia Mende, Psy.D. Date 11/2/2012
Typed or Printed Name SYLVIA MENDE, PSY.D.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213007**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVIA MENDE, PSY.D.

Professional Services Agreement No. PSA 1213007 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213007 shall be changed into an Independent Contractor Agreement No. ICA 1213007, incorporating all general and special conditions of the new contract.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Sylvia Mende, Psy.D.

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

2/13/13

By: _____

Signature

Sylvia Mende, Psy.D.

Print Name

Clinical Psychologist

Title

Date: _____

1/22/13

EXTENSION AND AMENDMENT OF AGREEMENT NO. PSA 1213038

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

T. DAVIS & ASSOCIATES, INCORPORATED

Professional Services Agreement No. PSA 1213038 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with T. Davis & Associates, Incorporated, and shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement and amended to reflect the new business name of Nicole Miller & Associates, Incorporated. Annual services under this contract are limited to \$45,000.

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

Capistrano Unified School District

Nicole Miller & Associates, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

April 22, 2013

Sent via e-mail tdavisin@cox.net

T. Davis & Associates, Inc.
33282 Golden Latern #112
Dana Point, CA 92629
Attention: Tom Davis

Subject: Extension of Contract No. PSA 1213038

Dear Mr. Davis:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Tuesday, April 30, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

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

April 29, 2013

Sent via e-mail dmantifae@capousd.org

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

Dear Respected Board Members:

In recognition of the state's ongoing financial crisis, I sincerely respect the Board of Trustees' request to reduce our fees by 10% for the renewal period July 1, 2013 through June 30, 2014.

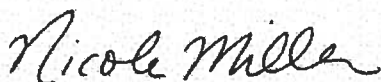
Our contract was recently renegotiated and approved by you prior to the 2012-2013 school year. Our increased service level to provide unlimited UCP investigations and investigative training courses to managers and administrators is provided at a cost-saving rate to the District.

I respectfully regret we are unable to reduce our fees for the upcoming 2013-2014 school year due to our increased level of services.

Thank you for your consideration in accepting our fee schedule for this school year.

If you have any questions, please contact me at (949) 310-7645

Sincerely,



Nicole Miller
Chief Investigator & Secretary, T. Davis & Associates, Inc.

cc: Dr. Joseph M. Farley, Superintendent
cc: Jodee Brentinger, Assistant Superintendent Personnel Services
cc: Clark Hampton, Deputy Superintendent, Business Services

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629
Tel 949.310.7645 Fax 949.388.7820 email nmiller@tdavisinv.com

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

FEE SCHEDULE

T. Davis & Associates, Inc.
33282 Golden Lantern, Suite 112
Dana Point, CA 92629
(949) 310-7645
(949) 388-7329 FAX
nmiller@tdavisinv.com

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

July 1, 2013 through June 30, 2014

Thank you and Sincerely,

Nicole Miller

Signature Nicole Miller Date 4/29/13

Printed Name, and Title Nicole Miller, Secretary T. Davis : Assoc, Inc.

cc: Clark Hampton, Deputy Superintendent, Business Services

cc: Jodee Brentlinger, Assistant Superintendent, Personnel Services

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629
Tel 949.310.7645 Fax 949.388.7820 email nmiller@tdavisinv.com



PROFESSIONAL SERVICES AGREEMENT

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

T. DAVIS & ASSOCIATES, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$45,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Toni Davis

Name: Toni Davis

Title: Owner / President

Address: 33282 GARDEN LANTERN #11:

DANA POINT CA 92629

Email Address: TDavis@TDAvis.com

FEIN/SSN 04-3773881

EXHIBIT A
FEE SCHEDULE

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

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

July 1, 2012 through June 30, 2013

Signature Tom Davis Date 6-1-12

Typed or Printed Name Tom Davis

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

T. DAVIS & ASSOCIATES, INC.

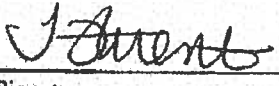
The original Agreement between Capistrano Unified School District and T. Davis & Associates, Inc., called for the consultant to provide unlimited UCP investigations and oversight of volunteer fingerprinting DOJ results process. The District has requested additional services consisting of consulting and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

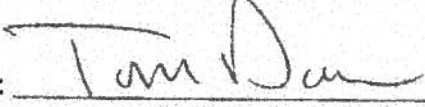
Total services under this contract shall not exceed \$ 72,540.00 annually.

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

Capistrano Unified School District

T. Davis & Associates, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Tom Davis
Print Name

Director, Purchasing

owner / President
Title

Date: 3/20/13

Date: 3-6-13



EXHIBIT A

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

February 4, 2013

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

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

Dear Ms. Fluent,

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

FEE SCHEDULE AMENDMENT

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

February 14th, 2013 through June 30, 2013

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

Thank you and Sincerely,

Tom Davis

Chief Investigator, T. Davis & Associates, Inc.

cc: Clark Hampton, Deputy Superintendent, Business Services

cc: Jodee Brentlinger, Assistant Superintendent, Personnel Services

This document contains confidential information. If you are not an intended recipient, please do not disseminate, copy, or otherwise use this information. If you have received this document in error, please notify the sender at tom.davis@tda-inc.com.

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

April 29, 2013

Sent via e-mail dmantifae@capousd.org

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

Dear Respected Board Members:

In recognition of the state's ongoing financial crisis, I sincerely respect the Board of Trustees' request to reduce our fees by 10% for the renewal period July 1, 2013 through June 30, 2014.

Our contract was recently renegotiated and approved by you prior to the 2012-2013 school year. Our increased service level to provide unlimited UCP investigations and investigative training courses to managers and administrators is provided at a cost-saving rate to the District.

I respectfully regret we are unable to reduce our fees for the upcoming 2013-2014 school year due to our increased level of services.

Thank you for your consideration in accepting our fee schedule for this school year.

If you have any questions, please contact me at (949) 310-7645

Sincerely,



Nicole Miller
Chief Investigator & Secretary, T. Davis & Associates, Inc.

cc: Dr. Joseph M. Farley, Superintendent
cc: Jodee Brentinger, Assistant Superintendent Personnel Services
cc: Clark Hampton, Deputy Superintendent, Business Services

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629
Tel 949.310.7645 Fax 949.388.7820 email nmiller@tdavisinv.com

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

FEE SCHEDULE

T. Davis & Associates, Inc.
33282 Golden Lantern, Suite 112
Dana Point, CA 92629
(949) 310-7645
(949) 388-7329 FAX
nmiller@tdavisinv.com

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

July 1, 2013 through June 30, 2014

Thank you and Sincerely,

Nicole Miller

Signature Nicole Miller Date 4/29/13
Printed Name, and Title Nicole Miller, Secretary T. Davis: Assoc, Inc.
cc: Clark Hampton, Deputy Superintendent, Business Services
cc: Jodee Brentlinger, Assistant Superintendent, Personnel Services

33282 Golden Lantern Street, Suite 112, Dana Point, CA 92629
Tel 949.310.7645 Fax 949.388.7820 email nmiller@tdavisinv.com

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213183**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

RICHARD A. LIEBERMAN

Independent Contractor Agreement No. ICA 1213183 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213183 shall be amended to \$2,200 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on April 24, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Richard A. Lieberman

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

Richard A. Lieberman
3947 Beethoven Street.
Los Angeles, Ca 90066

(310)488-5693
Lieberman_Richard@laoe.edu

One day staff development workshop regarding
Responding to Self-Injurious Students:
Prevention and Intervention Strategies for School Psychologists.

\$2,200.00

By: _____ Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of 3-14-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

RICHARD A. LIEBERMAN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 3/14/13-3/13/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 3/13/13

CONTRACTOR

Signature: Richard Lieberman
 Name: RICHARD LIEBERMAN
 Title: SCHOOL PSYCHOLOGIST
 Address: 3947 BEETHOVEN ST.
Los Angeles CA 90066
 Email Address: lieberman_richard@lacoe.edu
 FEIN/SSN: 076-44-6157

EXHIBIT A

Richard A. Lieberman
3947 Beethoven Street.
Los Angeles, Ca 90066

(310)488-5693
Lieberman_Richard@laoe.edu

One day staff development workshop regarding
Responding to Self-Injurious Students:
Prevention and Intervention Strategies for School Psychologists.

\$2,000.00

By: _____ Date: _____

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1213191**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MERCER HEALTH AND BENEFITS, LLC

The Independent Contractor Agreement between Capistrano Unified School District and Mercer Health and Benefits, LLC, shall be amended to change the Agreement to the Contractor's legal name of Mercer Health & Benefits, LLC.

The new Scope of Work (SOW) more clearly defining the work to be done shall be incorporated into the Agreement, Exhibit A.

Incorporate the Special Conditions into Agreement, Exhibit B.

Except as set forth in this Amendment to Agreement, and Board approved on April 24, 2013, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Mercer Health & Benefits, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Scope of Work (“SOW”)

The objective of this Scope of Work (“SOW”) is to confirm the scope of Contractor's work and the compensation for this engagement. This SOW is subject to the terms and conditions contained in the Independent Contractor Agreement between the District and Contractor effective [04/25/2013] (the “Agreement”). All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement.

Project Details

1. Project name: **Medical Marketing Feasibility Analysis**

2. Description of Contractor responsibilities:

Contractor will perform the following analysis:

- Full Medical plan marketing
 - Review healthcare environment and trends
 - Analyze claim experience
 - Identify claim/usage trends
 - Compare current plan with established Employee Benefits Strategic Plan, Mercer and local benchmarking data
 - Review of Best Practices
 - Review satisfaction level with current vendors
 - Establish marketing goals
 - Desired level of competitiveness
 - Financial parameters
 - Contribution strategy
 - Plan design options
 - Carriers, vendors, network
 - Success measurements
- Contractor will produce a report for CUSD providing a Medical cost comparison between the offerings in the MEBA trust and offerings available to CUSD
- Contractor will outline the steps and best practices on how to exit the Trust (if applicable)
- Contractor will present its findings to the District's key decision makers, health and benefits Committee as well as District's Board (if necessary)

3. Description of client responsibilities:

The District agrees to furnish to Contractor's representatives all information they may request as it pertains to the District's insurance contracts, rates, rating schedules, surveys, reserves, retentions and all other financial data they may wish to obtain for their study of the District's present and future requirements in connection with the insurance program to which this SOW applies. Contractor will not disclose such information (including Protected Health Information), other than as described in this Agreement and, if applicable, the Business Associate Agreement between the parties. Notwithstanding the foregoing, the District agrees that Contractor will be entitled to disclose information relating to the services or the District to regulators having jurisdiction over Contractor's business. The District also agrees that Contractor may include the identities of those persons who are identified by the District as contact persons for the District and information about the terms of this Agreement in Contractor's internal client management, financial and conflict-checking databases.

The District agrees that Contractor shall use all information and data supplied by the District or on its behalf without independently verifying the accuracy, completeness or timeliness of it. Contractor will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the District does not provide adequate access to the Districts' employees, agents or other representatives necessary for Contractor to perform the services. The District understands that the failure to provide all necessary information to a carrier or provider, whether intentional or by error, could result in the impairment or voiding of the District's coverage.

4. Period of time over which work will be performed: May 1, 2013 – July 31, 2013

5. Compensation/fees:

Contractor will be compensated for the services described herein in consideration of the District's payment of Contractor's professional fees of \$25,000

Contractor will bill the District monthly with such invoices due within thirty (30) days of the District's receipt of an undisputed invoice. We will bill you monthly, over the course of three months. We will divide the \$25,000 fee into three equal installments.

If any invoice remains unpaid after longer than ninety (90) days from the date of the invoice, Contractor may either suspend the provision of the services until payment is received, or terminate this SOW with immediate effect.

Subcontractors

Contractor may need to utilize various subcontractors ("Subcontractors") in the course of its provision of the services to assist Contractor in such tasks as printing and mailing, development of interactive tools, graphic design, etc. The District consent to Contractor's use of the Subcontractors and further acknowledges and agrees that Contractor may provide such Subcontractors with the District's Confidential Information, including Work, on a confidential and a need to know basis for the purposes contemplated by this SOW.

Exhibit B

SPECIAL CONDITIONS
INDEPENDENT CONTRACT AGREEMENT NO. I1213191

Changes/additions to General Conditions

Article 6 Copyright/Trademark/Patent, shall be replaced in its entirety with the following:

Only deliverables created or developed by Contractor specifically and exclusively for the District pursuant to the Agreement should be considered 'work made for hire' and exclusively owned by the District (collectively, "Work"). Notwithstanding anything to the contrary in the Agreement, Contractor should retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "Intellectual Property") owned or possessed by Contractor before the commencement of, or acquired by Contractor during or after, the performance of the Services. To the extent that any of Intellectual Property is embodied in any of the Work, Contractor will grant to the District a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property for its internal use, but solely in connection with and to the extent necessary for use of the Work as contemplated by the Agreement. Unless Contractor provides its prior written consent, the District will not use, or disclose to any third party, Contractor's advice or Work other than as mutually contemplated by the parties when Contractor first was retained to provide such advice or Work or as required by law.

Article 7 Termination, add the following statement:

Contractor will be given a 10 day reasonable cure period prior to District terminating the contract.

Article 8 Return of District Property, the following provision shall be added:

Notwithstanding anything to the contrary in this Agreement, but subject to Contractor's confidentiality obligations under this Agreement, Contractor may (i) retain copies of District's information that is required to be retained by law or regulation, (ii) retain copies of its work product that contain District's information for archival purposes or to defend its work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned or destroyed.

Article 9 Hold Harmless, the following provision shall be added:

Contractor will indemnify the District, its Governing Board, officers and employees

against any liability incurred by the District in connection with a third party claim only to the extent directly arising out of Contractor's negligent acts or omissions or bad faith conduct in connection with Contractor's performance of its obligations under the Agreement or intellectual property infringement with respect to the services provided under this Agreement, personal or bodily injury to persons or death or damage to property. Contractor should have no responsibility for any losses, liabilities or damages to the extent they are attributable to the acts or omissions of an indemnified person or any third party other than Contractor's subcontractors.

Article 10 Insurance, Delete reference to Section 9. Add the following provision:

District will only be included as an additional insured (via manuscript blanket additional insured endorsement) under the listed policies with respect to its vicarious liability arising from Contractor's provision of services pursuant to the Agreement. Coverage afforded to the additional insured (via manuscript blanket endorsement) may be primary and non-contributory for claims arising solely from Contractor's provision of services pursuant to the Agreement. All insurance policies shall require that insurer endeavor to provide at least thirty (30) days written notice to District prior to cancellation.

Article 19 Severability, shall be replaced in its entirety with the following:

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement as modified, enforceable and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

Article 22.C Mandatory Claims Process, Expedited Arbitration, shall be replaced in its entirety with the following:

Each party to this Agreement agrees that any dispute, claim or controversy arising out of or relating to this Agreement or the provision of services by Contractor, and any officer, director or employee of its (a "Claim") shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by a panel of three arbitrators, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator. If the two arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. Each of the arbitrators shall have at least fifteen years of relevant industry experience. The arbitrator(s) shall render a reasoned opinion, and neither party shall object to the other party's request for such an opinion. The arbitrators shall have no authority to award loss of profit, incidental, consequential, special, indirect, punitive or similar damages or any damages not measured by the

prevailing party's actual direct damages, and may not make any ruling, finding or award that does not conform to the terms and conditions of this Agreement including, without limitation, the terms and conditions relating to the exclusion or limitation of damages. All fees and expenses of the arbitration shall be borne by the parties equally; except that each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of the arbitration matter. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction; provided, however, neither party shall seek to enforce any judgment which does not conform to the terms and conditions of this Agreement, including, the terms and conditions relating to the exclusion or limitation of damages. No demand for arbitration may be made on any date on or after which the institution of legal or equitable proceedings based on the applicable claim would be barred by the applicable statute of limitations or by any provision of this Agreement. Notwithstanding the foregoing, nothing in this Section prohibits either party from seeking equitable relief from a court of competent jurisdiction to the extent that irreparable harm may occur and damages would not be a sufficient remedy. The arbitrators shall not amend, modify, nullify, ignore or add to the provisions of this Agreement and in the event the arbitrators do so or attempt to do so, such act by the arbitrators shall be null and void and have no effect, and either party may seek to enforce this sentence and the immediately proceeding sentence in a court of competent jurisdiction notwithstanding this Section.

ADDITIONAL TERMS

23. The District will provide all necessary and reasonably requested information, direction and cooperation to enable Contractor to provide the Services, and any direction (whether verbal or written) shall be effective if contained expressly in the applicable Scope of Work or if received (whether verbally or in writing) from a person known to Contractor or reasonably believed by Contractor to be authorized to act on the District's behalf. Contractor shall be permitted to use all information and data supplied by or on behalf of the District without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Contractor at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then Contractor shall not be responsible for any delays or liability arising therefrom. In the event that it is necessary or appropriate to perform any additional work as a result, Contractor will obtain the District's prior approval before commencing such additional work; provided that if the District does not provide such prior approval, Contractor shall not be obligated to perform such additional work and Contractor shall have no liability for the Services to the extent any loss arises from or is related to the failure to perform such additional work.

24. The District expressly acknowledges that, with respect to the provision of the Services, Contractor is not, nor is any of its Affiliates or subcontractors, an "administrator" within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), nor, with respect to the provision of the Services, is Contractor or any of its Affiliates or subcontractors a "fiduciary" within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.

25. *Neither the Agreement nor the provision of the Services is intended to confer any right or benefit on any third party. The provision of Services under this Agreement cannot reasonably be relied upon by any third party.*

26. *Contractor does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, Contractor does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to the District. Contractor is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which the District' other risk or insurance coverage or other business is placed will be deemed acceptable to the District, in the absence of contrary instructions from the District.*

27. *The District understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Contractor, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. The District agrees to review all policies, endorsements and program Agreements delivered to the District by Contractor and will advise Contractor of anything which is believed not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.*

28. *Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. Contractor's insurance-related work qualifies Contractor as a financial institution under this Act. Contractor's Privacy Policy Notice and additional information regarding its other compliance policies, including its conflicts of interest policy, are available at www.mercer.com/transparency. At this web address, the District will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries' equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.*

29. *Limitation of Liability*

i. *The aggregate liability of Contractor, its affiliates and any of their officers, directors or employees ("Contractor Parties") to the District, its Governing Board, officers or employees and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses arising out of or relating to the provision of any Services at any time by any of the Contractor Parties shall not exceed the greater of one times the Compensation for the Services giving rise to such Loss and \$100,000. Contractor shall have no liability for the acts or omissions of any third party (other than its subcontractors).*

ii. *In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for any loss of profit or incidental, consequential, special, indirect, punitive or similar damages. The provisions of this Section shall apply to the fullest extent permitted by law. Nothing in this Section limiting the liability of a party shall apply to any liability that has been finally determined by a court to have been caused by the fraud of such party.*

iii. For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

30. Confidentiality

i. Each party to this Agreement (the "Disclosing Party") is likely to disclose information to the other party from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature ("Confidential Information"). For purposes of clarification, The Party receiving the Confidential Information (the "Receiving Party") will not divulge or communicate it to any person other than in connection with the provision of the Services or as otherwise provided for in this Agreement. This restriction does not apply to information which (i) the Receiving Party must by law or legal process disclose, (ii) is either already in the public domain or enters the public domain through no fault of the Receiving Party, (iii) is available to the Receiving Party from a third party who, to the Receiving Party's knowledge, is not under any non-disclosure obligation to the Disclosing Party, or (iv) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

ii. Notwithstanding Subsection i. above, District agrees that Contractor will be entitled to disclose information, including Confidential Information, relating to the Services or District to regulators having jurisdiction over Contractor's business. District also agrees that, notwithstanding any other provision in this Agreement, Contractor may include the identities of those persons who are identified by District as contact persons for District and information about the terms of this Agreement, the Services and the compensation in Contractor's internal client management, financial and conflict checking databases.

CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

The following terms and conditions apply:

To the extent permitted by applicable law, subject to employee consent (which Contractor shall take commercially reasonable efforts to obtain), Contractor shall use reasonable efforts to perform background investigations on all of its employees who will require access to the District facilities on an unescorted basis for a period of more than three (3) consecutive business days or who will require access to the District computer networks, operating systems, electronic storage media, application programs, databases or interface systems and devices contained on such. Upon request, Contractor shall certify that the results of such background investigations have not disclosed a conviction for a felony, a crime of dishonesty or fraud, or a crime of moral turpitude (and it is understood and agreed that Contractor shall be under no obligation

to turn over the results of any such background investigations to the District). If an employee refuses to consent to performance of a background investigation described herein, Contractor shall not be in breach of this Agreement or responsible for any delay resulting therefrom. Contractor will remove and replace such employee with someone who has undergone a background investigation as soon as practicable.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 4/25/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MERCER HEALTH AND BENEFITS, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 4/25/13-4/24/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

GENERAL CONDITIONS

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

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

8. Return of District Property Upon termination of the Agreement or earlier as requested by District, Contractor will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. Notices All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

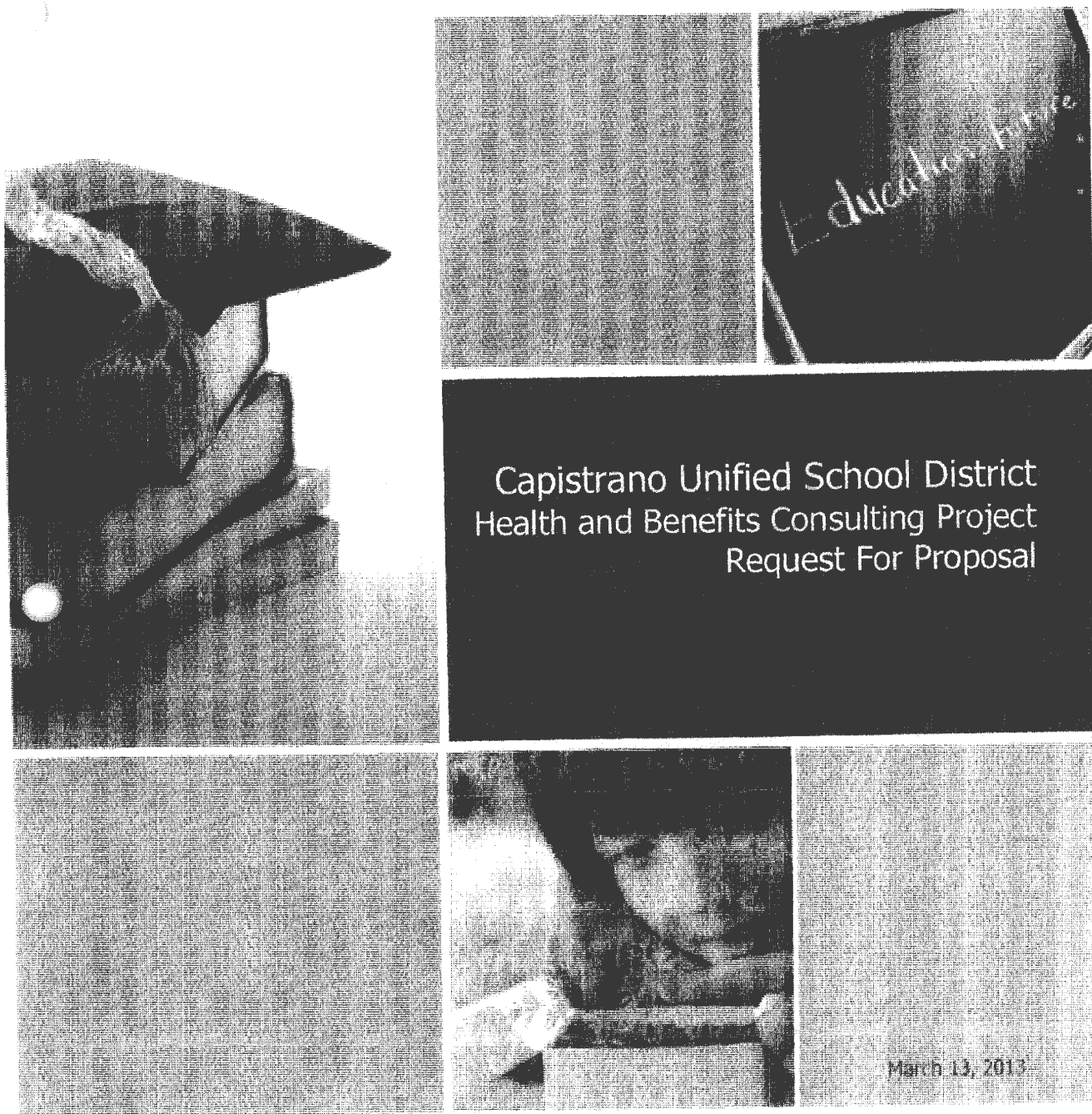
B. Expedited Mediation

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

C. Expedited Arbitration

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

EXHIBIT A



Cover Letter

March 13, 2011

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

Dear Ms. Nunan;

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

Sincerely,

Tiffany McClellan
Principal

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1.0 Project Descriptions and Assumptions

2.0 Mercer Proposed Fees

3.0 Fees

4.0 Experience

5.0 Proposed Timeline

1.0 Project Description and Assumptions

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

Plan design assumptions:

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

Rate Assumptions:

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

General Assumptions:

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

2.0 Mercer Proposed Services

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

- ✓ Full Medical plan marketing
 - Compare current plan with Mercer benchmarking data
 - Establish marketing goals
 - Financial parameters
 - Contribution strategy
 - Plan design options
 - Carriers, vendors, network
 - Success measurements
- ✓ Mercer will produce a report for CUSD providing a Medical cost comparison between the offerings in the MEBA trust and offerings available in the market to CUSD.
- ✓ Mercer will present our findings to your key decision makers, health and benefits committee as well as your Board (if necessary) in a single meeting.

3.0 Fees

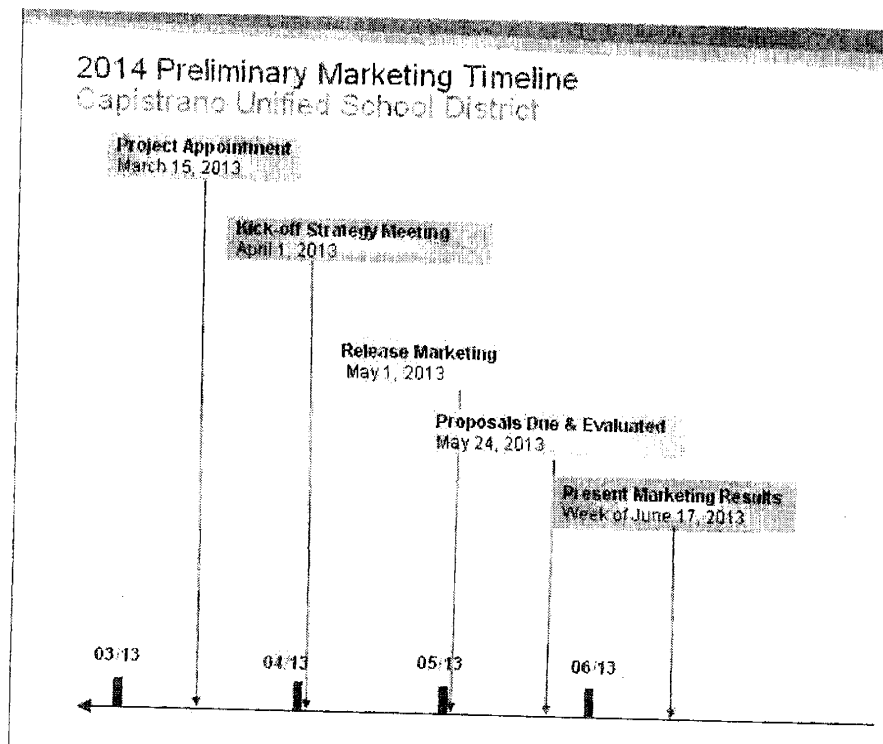
To perform the services outlined above, Mercer is seeking a flat fee of \$25,000.

4.0 Experience

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

5.0 Proposed Timeline

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



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

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

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



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

**AMENDMENT TO MASTER CONTRACT AGREEMENT
MCA 1213047**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ABBY ROZENBERG

Master Contract Agreement No. MCA 1213047 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Master Contract Agreement No. MCA 1213047 shall be amended to include additional services as requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Abby Rozenberg

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

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

EXHIBIT A: RATES

CONTRACTOR Abby Rozenberg 1A-30-108 2012-2013
(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed 24 **If blank, the number shall be as determine by CDE Certification.**

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

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

Rate	Period
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Public Transportation	_____	_____
	d. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group	_____	_____
(4)	a. Language and Speech Therapy – Individual (clinic)	\$125.00	Per hour
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – In School	\$135.00	Per hour
	d. Language and Speech – Evaluations ranging from	\$1000 to \$1400	Per Evaluation
(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 – In Center	_____	_____
	b. Occupational Therapy – In School	_____	_____
	c. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
	a. Physical Therapy Consult (off site)	_____	_____
	b. Physical Therapy In Center	_____	_____
	c. Physical Therapy In School	_____	_____
(9)	Residential Board and Care	_____	_____
(10)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2012, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

ABBY ROZENBERG

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

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

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

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

Fees and Expenses. In consideration for the services provided by the Contractor under this Agreement, District agrees to pay fees and expenses at the rates as set forth in Exhibit A. The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order and shall not exceed \$18,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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

☒ 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

CONTRACTOR Abby Rozenberg 1A-30-108 2012-2013

(NONPUBLIC SCHOOL OR AGENCY) **CONTRACTOR NUMBER** **(CONTRACT YEAR)**

Per CDE Certification, total enrollment may not exceed 24 **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 _____

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Public Transportation	_____	_____
	d. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group	_____	_____
(4)	a. Language and Speech Therapy – Individual (clinic)	\$125.00	Per-hour
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – (school site)	\$135.00	Per-hour
	d. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group	_____	_____
	c. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	c. Behavior Intervention – Clinical Director	_____	_____
(10)	Nursing Services	_____	_____
(11)	Residential Board and Care	_____	_____
(12)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 4/26/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

NEURO-EDUCATIONAL CLINIC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$500.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 4/24/13-4/25/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____



NEURO-EDUCATIONAL CLINIC

*The Clinic's clinically and educationally relevant research-based services
for the early treatment of neurocognitive disorders for the individual, classroom,*

1000 Mayfield St., Suite 100 • San Marcos, CA 92069
Tel: 760-341-1100 • Fax: 760-341-1101
www.neuroedclinic.com

NPA Code: 1A-30-190

Tax ID#: 27-2636076

Dr. Pedro Olvera, Director
Dr. Pedro Olvera, Director and Chief of Clinic
1000 Mayfield St., Suite 100 • San Marcos, CA 92069
Tel: 760-341-1100 • Fax: 760-341-1101
www.neuroedclinic.com

PRESENTATION FEE SCHEDULE

- The following rate applies to the Friday, April 26th Presentation by Dr. Pedro Olvera for Capistrano Unified School District:

Assessment of English Language Learners (ELLs) ----- \$500

The rest of this page is intentionally left blank!

1000 Mayfield St., Suite 100 • San Marcos, CA 92069
Tel: 760-341-1100 • Fax: 760-341-1101
www.neuroedclinic.com
drs.olvera@neuroedclinic.com

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-45

TEMPORARY TRANSFER AGREEMENT

WHEREAS, the Capistrano Unified School District (the District) desires to request the County Treasurer to make temporary transfers (the Transfer) of monies to meet its current maintenance expenses for fiscal years 2013-2014 and 2014-2015; and

WHEREAS, California Constitution Article XVI, §6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, §6 and Education Code §42620, the total amount that may be temporarily transferred to the District may not exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year (FY); and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the Educational Investment Pool.

NOW THEREFORE BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.
2. The Board of Trustees hereby requests transfers of monies from the Educational Investment Pool to the District to cover the District's current maintenance expenses for FY 2013-2014 and FY 2014-2015. The amount of any Transfer cannot exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The Deputy Superintendent, Business and Support Services, is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the Deputy Superintendent,

Business and Support Services, not to exceed the limitations to such Transfer as provided herein.

3. For FY 2013-2014, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2013, nor later than April 29, 2014. The Transfer shall be repaid no later than October 31, 2014.

4. For FY 2014-2015, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2014, nor later than April 27, 2015. The Transfer shall be repaid no later than October 31, 2015.

5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the Educational Investment Pool.

6. The monies transferred to the District shall be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The District agrees to reimburse the County for its costs in reviewing, processing, and administering the District's Transfer request. The District agrees to pay such fees as provided for in the Temporary Transfer Agreement. The District shall pay no more than \$5,000 in fees per Transfer.

8. The monies transferred to the District will be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

9. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Temporary Transfer Agreement presented to this Board. The Temporary Transfer Agreement is hereby approved and the Deputy Superintendent, Business and Support Services, is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

10. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

11. This resolution shall take effect immediately.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 22nd day of May, 2013, by a roll call vote.

Anna Bryson
Clerk of the Board of Trustees

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

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA**

March 12, 2013

WHEREAS, various school districts and community college districts (the "District" or "Districts") within the County of Orange have requested that the County Treasurer make temporary transfers (the "Transfer" or "Transfers") of monies to meet their current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make such temporary transfers of monies, as further specified therein, upon resolution adopted by this Board of Supervisors ("Board") authorizing such temporary transfers; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to a District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the Board of Supervisors desires to authorize the Treasurer to make Transfers to the Districts for FY 2013-2014 and FY 2014-2015, make such findings and determinations and provide for the repayment of the Transfers, all in accordance with the California Constitution and other applicable law.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Finds and determines that the Transfers to Districts are in the public interest and serve a valid public purpose.
2. The Transfers of monies to Districts is hereby approved for FY 2013-2014 and FY 2014-2015. The County Treasurer is hereby authorized and directed to make Transfers to Districts, from monies in the Educational Investment Pool, provided the Treasurer determines, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that

Resolution No. 13-016, Item No. 13
Temporary Transfers to School Districts for FY 13-14 and FY 14-15
ACD

such monies are available for such Transfers. The Treasurer shall make Transfers only to those Districts which can demonstrate an ability to meet their financial obligations under a Temporary Transfer Agreement and funds to be transferred cannot exceed 85% of the anticipated revenues accruing to the District for that fiscal year. This statement and amount shall be certified by the District and by the Superintendent of Schools if applicable and must be accompanied by a copy of the resolution from the District authorizing the Transfer Agreement with the Treasurer.

3. For FY 2013-2014, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2013, nor later than April 29, 2014. Any Transfer made in FY 2013-2014 shall be repaid no later than October 31, 2014.

4. For FY 2014-2015, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2014, nor later than April 27, 2015. Any Transfer made in FY 2014-2015 shall be repaid no later than October 31, 2015.

5. A Transfer to a District will be made from and limited to the Educational Investment Pool.

6. The monies transferred to a District pursuant to this Resolution shall be repaid to the Educational Investment Pool from the first revenues accruing to the borrowing District before any other obligation of such District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable monthly by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period from the date of the Transfer plus five (5) basis points until the entire Transfer and applicable interest is repaid.

7. The District also agrees to reimburse the County for its costs in reviewing, processing, and administering the District's Transfer request. The Treasurer will conduct the necessary fee studies and bring the proposed fees before the Board for its consideration prior to implementation of such fees.

8. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the County Treasurer is hereby authorized and directed to execute Temporary Transfer Agreements on behalf of the County.

9. This resolution shall take effect immediately.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 12, 2013, to wit:

AYES:	Supervisors:	JANET NGUYEN, PATRICIA BATES, JOHN M.W. MOORLACH SHAWN NELSON
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	TODD SPITZER
ABSTAINED:	Supervisor(s):	

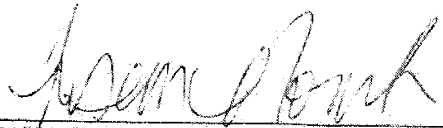


CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, SUSAN NOVAK, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.



SUSAN NOVAK
Clerk of the Board
County of Orange, State of California



Resolution No: 13-016
Agenda Date: 03/12/2013
Item No: 13



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Susan Novak, Clerk of the Board of Supervisors

By: _____
Deputy

TEMPORARY TRANSFER AGREEMENT

This Temporary Transfer Agreement (the "Agreement") is made and effective this ____ day of _____, 20[____], by and between the County of Orange, California (the "County") and [INSERT NAME OF SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT] (the "District").

RECITALS

WHEREAS, by Resolution No. ____ of its Board of Trustees (attached as Exhibit A hereto), the District has requested the County Treasurer to make a temporary transfer (the "Transfer") of monies to meet its current maintenance expenses; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Resolution No. _____ (attached as Exhibit B hereto) has authorized the Treasurer to make the Transfer to the District in accordance with the terms of such Resolution; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's making the Transfer and its repayment by the District.

AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District's written request (Exhibit C) certified by the District and the Superintendent of Schools, if applicable, the Treasurer will review the request and determine, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers, whether to make such Transfer to the District in the amount requested, as soon as reasonably possible, *provided, however*, that in no event shall the total amount of all Transfers within the fiscal year exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. No Transfer attributable to a subsequent fiscal year will be made prior to the full and complete repayment of all outstanding Transfers.

An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made prior to July 1 of the fiscal year (July 1 through June 30) for which the Transfer is made or after the last Monday in April of the then current fiscal year.

The Transfer will be made from and limited to the Educational Investment Pool.

Section 2. **Deposit of Transfer; Interest.** Any Transfer made by the Treasurer to the District shall be directly deposited in the District's _____ Fund (the "Fund") for the purpose of the District meeting its maintenance obligations. Compound interest on any Transfer will accrue and be payable monthly by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period plus (5) basis points from the date of the Transfer until the entire Transfer and applicable interest is repaid.

Section 3. **Repayment; Pledge and Lien.** (a) Repayment of the Transfer will be made in accordance with the following repayment schedule: [INSERT] (b) If the District shall fail to make any payment(s) required under Section 3 (a), the monies transferred to the District will be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. Notwithstanding anything to the contrary herein, the District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all revenues accruing to the District for the purpose of repayment of the Transfer(s).

Section 4. **District Covenants.** The District hereby represents and covenants with the County at the time each Transfer is made, the following:

- (a) That the District's Anticipated Revenue Calculation and Remaining General Fund Revenue Calculation for Fiscal Year 20__-20__, as provided for in Exhibit C attached hereto, represents the District's best estimate of anticipated revenues accruing and remaining revenues accruing to the District during the fiscal year.
- (b) In the aggregate, the amount of Transfers made to the District during Fiscal Year 20__-20__ do not exceed 85 percent of the anticipated revenues accruing to the District for such Fiscal Year.
- (c) The District has not issued, nor will issue, any TRANS, or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, while a Transfer is outstanding.
- (d) The District has the ability to meet its financial obligations under this Agreement.

The County may rely upon Exhibit C in connection with any Transfer sizing.

Section 5. **Transfer Charges.** In further consideration of the Transfer(s) made to the District in accordance with this Agreement, the District agrees to pay the County Transfer Charges for each Transfer as set forth on the Listing of Fees at Exhibit D. These charges are intended to reimburse the County for its costs related to the Transfer processing, analysis, documentation, legal services and administration. The Transfer charges shall be directly withdrawn from the Fund designated by the District in Section 2 above on the date the Transfer is deposited or on a monthly basis for transaction related fees.

Section 6. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

If to the County:

County of Orange
Attention: Shari Freidenrich, Treasurer-Tax Collector
PO Box 4515
Santa Ana, CA 92702-4515
Telephone: (714) 834-7625 Facsimile: (714) 834-2912

If to District:

[INSERT CONTACT INFORMATION]

Section 7. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, withstanding Code of Civil Procedure Section 394.

Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request

that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 8. **Dispute Resolution.** In the event of any dispute regarding this Agreement or any Transfer made hereunder and as conditions precedent to the filing of any legal action, the District and the County shall meet regarding the dispute and use their best efforts to resolve the matter. Should the meeting fail to resolve the dispute, the parties may enter into mediation with an impartial professional mediator agreed to by both the District and County. The District agrees to pay all County costs and expenses in accordance with a dispute hereunder, including, without limitation, all costs and expenses of the County relating to the collection of any Transfer repayment(s).

Section 9. **Amendment or Modifications.** No amendment, modification or other alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

Section 10. **Severability.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 11. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

County of Orange, California

By: _____

Shari L. Freidenrich
Treasurer-Tax Collector

Approved as to Form
Office of the County Counsel

By: _____

Angelica Castillo Daftary
Deputy County Counsel

[INSERT NAME OF SCHOOL DISTRICT]

By: _____

[NAME OF AUTHORIZED OFF.]
[TITLE]

TEMPORARY TRANSFER REQUEST

(Cal. Const. Art. XVI Sec. 6)

Date of Request: _____

Request # _____

District: _____

Maximum amount that the School District may request for temporary transfer: _____

\$ _____

Temporary transfer amount requested: _____

\$ _____

Revenues	Current Board Approved Operating Budget	Actuals to Date as of _/_/___	Remaining Balance	85% of Remaining Balance
Property Tax and State Aid Revenue				
Federal Revenues				
Other State Revenues				
Other Local Revenues				
Total Revenues				

Request is made for temporary transfer of \$ _____ from the Educational Investment Pool in custody of the County Treasurer which are certified to be necessary to provide funds for meeting the obligations incurred for maintenance purposes for the above named district for the _____ fiscal year pursuant to the resolution of the governing board of the district adopted on _____, pursuant to California Constitution Article XVI, Section 6. Funds will be used for:

_____ Operational Expenses

_____ Current Payroll

Transfer amount will be repaid on or before October 31, 2XXX

I further certify that the above named district has no outstanding Tax & Revenue Anticipation Notes (TRANS), will not borrow funds under a TRANS during the period of time this temporary transfer remains unpaid, and that the District has the ability to meet its financial obligations under the Transfer Agreement.

District Superintendent/Designee Title Date

County Superintendent of Schools/Designee (if applicable) Title Date

Chancellor of Community College District/Designee (if applicable) Title Date

For Internal Use Only

Certification of County Treasurer

_____ Funds are available for transfer to the above named district.

County Treasurer-Tax Collector_____
Date

Total Balance in OCEIP	\$
Date	
Total Loans Outstanding	\$
% of OCEIP Balance	
WAM - OCEIP	
Amount Transferred	\$
Date of Transfer	

Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 4/29/13

Description	Change Order #19
Original Contract Sum	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 863,014.00
Contract Sum Prior to this Change Order	\$ 12,838,021.00
Contract Sum Will Be Increased	\$ 94,559.00
New Contract Sum Including this Change Order	\$ 12,932,580.00

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

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 4/23/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,932,580.00

\$957,573.00
 \$12,932,580.00

RESPONSIBILITY CODE		VALUATION		Percent	
No.		Pending		Pending	
1	Differing Conditions	\$620,342.00	\$0.00	5.18%	
2	Errors and Omissions	\$145,561.00	\$0.00	1.22%	
3	Value Enhancement	\$290,127.00	\$0.00	2.42%	
4	Resolution of Claim	\$0.00	\$0.00	0.00%	
5	Required Extra Scope	\$0.00	\$0.00	0.00%	
6	Optional Extra Scope	\$0.00	\$0.00	0.00%	
7	Credit	(\$98,457.00)	\$0.00	-0.82%	
8	Other	\$0.00	\$0.00	0.00%	
Total Approved Change		\$957,573.00	\$0.00	8.00%	
Percent Change		\$957,573.00	\$0.00	8.00%	

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

OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	Pending Code	STATUS Signed (s) Unilateral (u)	DSA CHANGE ORDER	DATE APPROVED (Y/N)	DATE SUBMITTED	DATE APPROVED
Change Order #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00	3		S	Change Order #1	N	09/10/12	
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00	1		S				
	WO	3	08/12/11	Re-route existing 4" water main		\$23,100.00	1		S				
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00	1		S				
Change Order #2	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00	3		S	Change Order #1	N	09/10/12	
	WO	6	08/24/11	Added Downspouts		\$2,772.00	1		S				
	WO	7	09/13/11	Unforeseen Invert Elevation		\$6,283.00	1		S				
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00	2		S				
Change Order #3	WO	9	09/21/11	Additional Manhole		\$4,204.00	1		S	Change Order #1	N	09/10/12	
	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 #4	WO	13	10/06/11	Credit for Pullbox		(\$3,550.00)	7		S	Change Order #1	N	09/10/12	
	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				
Change Order #5	WO	17	11/09/11	Site Preparation for Flow test		\$718.00	1		S	Change Order #1	N	09/10/12	
	WO	18	11/10/11	Required Added Hairpins at		\$462.00	1		S				
	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00	1		S				
	WO	20	11/18/11	Required Fire Rated/Safety Glass		\$7,943.00	1		S				
Change Order #6	WO	21	12/08/11	Added Waterproofing		\$5,936.00	3		S	Change Order #1	N	09/10/12	
	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	Tie Beams at Stage Area		\$5,636.00	1		S				
Change Order #6	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S	Change Order #1	N	09/10/12	
	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S				

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

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 4/23/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00 \$957,573.00
 TOTAL CURRENT CONTRACT VALUE: \$12,932,580.00 \$12,932,580.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$620,342.00	\$0.00	5.18%
Errors and Omissions	2	\$145,561.00	\$0.00	1.22%
Value Enhancement	3	\$290,127.00	\$0.00	2.42%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$96,457.00)	\$0.00	-0.82%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$957,573.00		
Percent Change		8.00%		8.00%

WO = Work Order
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OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	TO PROJECT COMPLETION	Pending Code	STATUS Signed (s) Unilateral (u)	DSA CHANGE ORDER	DATE APPROVED (Y/M)	DATE SUBMITTED	DATE APPROVED
Change Order #7	WO	26	02/22/12	Nelson Studs and Low Block Walls		\$12,112.00	2		S	Change Order #1	N	09/10/12	
	WO	27	03/22/12	RFI #2, #3 Changes and Pulpbox 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				
Change Order #8	WO	30	03/30/12	Bonded Warehouse		\$2,108.00	3		S	Change Order #1	N	09/10/12	
	WO	31	04/04/12	Roof Walk Pads		\$9,523.00	3		S				
	WO	32	04/12/12	Expedited Door Frames		\$3,698.00	3		S				
	WO	33	04/25/12	HMI Panel and Light Fixtures		\$14,588.00	2		S				
	WO	34	04/25/12	Window Types O and N		\$9,973.00	2		S				
	WO	35	04/25/12	Inclement Weather Delay April 13		\$0.00	8		S				
Change Order #9	WO	36	05/16/12	Bulletin 2 Changes		\$16,976.00	2		S	Change Order #1	N	09/10/12	
	WO	37	05/16/12	Inclement Weather Delay 4/26 & 5/3		\$0.00	8		S				
	WO	38	05/16/12	Stainless Steel Cable Railing		\$18,711.00	3		S				
	WO	39	05/16/12	Additional DSA Requirements		\$4,047.00	1		S				
Change Order #10	WO	40	05/23/12	RFI reconciliation Meeting 5/18/12		\$8,670.00	3		S	Change Order #1	N	09/10/12	
	WO	41	06/21/12	Temp Fence and Pedestrian Walkway		\$4,546.00	3		S				
	WO	42	06/21/12	Bulletin Review and Reconciliation		\$24,424.00	3		S				
	WO	43	06/21/12	Bulletin #6 Revised Roof Framing		\$22,894.00	2		S				
	WO	44	06/21/12	Recovery of AOR Costs		(\$11,647.00)	7		S				
	WO	45	07/19/12	Aluminum Conductors and Curbs		(\$16,188.00)	7		S				
Change Order #11	WO	46	07/26/12	Steel Connection and Relocation		\$20,010.00	3		S	Change Order #3	N		
	WO	47	07/26/12	Sliding Glass Window RFI 243 & 253		\$13,294.00	3		S				
	WO	48	08/08/12	Bulletin #3R-4 Maritime System		\$24,532.00	3		S				
	WO	49	08/08/12	Roof Drains, C-Channel, Plaster		\$12,289.00	3		S				
	WO	50	08/08/12	Sloped Ceiling, Stairwell #1, Hatch		\$19,958.00	3		S				
	WO	51	08/08/12	Furring, Clips, & Plastering		\$22,927.00	3		S				
Change Order #12	WO	52	08/22/12	RFI 268, 272, 291, & Trim		\$16,967.00	1		S	Change Order #3	N		
	WO	53	08/22/12	RFI 233, 277, 295, 300, & 302		\$24,417.00	1		S				
	WO	54	08/22/12	Metal Stud Framing Issues		\$20,903.00	1		S				
	WO	55	08/30/12	Steel Issues		\$18,272.00	1		S				
	WO	56	08/30/12	RFI #313, 286, 315, and Angle Stop		\$24,419.00	1		S				
	WO	57	08/30/12	Future Lunch Pavilion		\$0.00	3		S				
Change Order #13	WO	58	09/12/12	Instrument Credit, Rigging, RFI 321		\$4,297.00	1		S				

*NOTE: DSA Change Orders #2 and #4 contain FOD's and have no cost, therefore it is not included in the Responsibility Code Log

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S
Capistrano Valley High School Performing Arts Theater
RESPONSIBILITY CODE LOG
 Data Date 4/23/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,932,580.00

RESPONSIBILITY CODE		VALUATION		Percent	
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Differing Conditions	1	\$620,342.00	\$0.00	5.18%	
Errors and Omissions	2	\$145,561.00	\$0.00	1.22%	
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Credit	7	(\$95,457.00)	\$0.00	-0.82%	
Other	8	\$0.00	\$0.00	0.00%	
Total Approved Change		\$957,573.00	\$0.00	8.00%	8.00%
Percent Change		\$957,573.00	\$0.00	8.00%	8.00%

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OWNER CHANGE ORDER	DOCUMENT TYPE	DOCUMENT NUMBER	Date of Execution	DESCRIPTION / TITLE	STATUS	VALUATION	RESPONSIBILITY CODE TO PROJECT COMPLETION	Pending Code	STATUS Signed (s) Unilateral (u)	DSA CHANGE ORDER	DATE APPROVED (Y/N)	DATE SUBMITTED	DATE APPROVED
Change Order #14	WO	59	10/10/12	Rfi's 206, 319, 328, & 338		\$21,512.00	1		S				
	WO	60	10/10/12	Rfi 334, 344, 357, 331, 363, B 17R1		\$19,048.00	1		S				
	WO	61	10/10/12	Rfi 342, FCD 73		\$23,160.00	1		S				
	WO	62	10/10/12	Bulletin #19		\$13,560.00	1		S				
	WO	63	10/10/12	Rfi 351 and Skylight Openings		\$13,710.00	1		S				
Change Order #15	WO	64	10/17/12	Completion Date Extension		\$0.00	8		S				
	WO	65	11/02/12	Rfi 369, Bulletin 20R1.21R2 and 22		\$19,599.00	3		S				
	WO	66	11/14/12	Bulletin 21R1, 23 & Rfi 371		\$10,054.00	1		S				
	WO	67	12/04/12	Rfi 382 & 383, IB 25 & 26 and Glazing		\$23,491.00	1		S				
	WO	68	12/11/12	Rfi 294 & 389		\$11,567.00	1		S				
Change Order #16	WO	69	12/18/12	Rfi 407, 400, 385, 392, CCD 5		\$21,674.00	1		S				
	WO	70	12/18/12	Donor Wall		\$12,665.00	1		S				
	WO	71	12/20/12	B 26, 27, 29, 30, Rfi 381, 391, 399		\$24,734.00	1		S				
	WO	72	12/20/12	Top Rail at Low Balcony Wall		\$2,518.00	1		S				
	WO	73	01/08/13	Rfi 409, Lobby, Bul 27, Downspouts		\$18,450.00	1		S				
Change Order #17	WO	74	01/08/13	Sheet Metal Roofing and Credit		\$16,728.00	1		S				
	WO	75	01/08/13	Fog Coat		\$7,531.00	1		S				
	WO	76	01/18/13	Landscape and Concrete Credit		(\$67,072.00)	7		S				
	WO	77	01/18/13	CCD 13, Rfi 421, FCD 24		\$12,335.00	1		S				
	WO	78	01/28/13	Modify Site Drainage & E. Lobby Wall		\$23,470.00	1		S				
Change Order #18	WO	79	01/28/13	Concrete Curbs and Trench Drain		\$23,862.00	1		S				
	WO	80	01/28/13	Completion Date Extension		\$0.00	8		S				
	WO	81	01/28/13	Rfi 441 Splay Wiring		\$7,674.00	1		S				
	WO	82	02/01/13	Rfi 381, HVAC Issues, Fence Credit		\$11,677.00	2		S				
	WO	83	02/01/13	Rfi 444, 447, Bul 32, Downspouts		\$19,520.00	2		S				
Change Order #19	WO	84	02/01/13	AC Paving and Irrigation Systems		\$24,336.00	1		S				
	WO	85	02/11/13	Fence, Rooms A105, A119, & A115		\$22,179.00	1		S				
	WO	86	02/18/13	CCD4 & 18, Replacement Door at Main		\$22,423.00	2		S				
	WO	87	02/25/13	Bulletins 24 & 33		\$5,917.00	1		S				
	WO	88	03/27/13	Concrete Finishes & Drywall		\$23,678.00	3		S				
Change Order #19	WO	89	03/27/13	Slurry & Concrete Remediation		\$23,744.00	3		S				
	WO	90	04/08/13	AV Units, Elevator Shunt Trip		\$22,853.00	1		S				
	WO	91	04/15/13	Chain Link Fence & Plinth		\$24,284.00	1		S				

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log



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

Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No. :

Contract Number: 1011-11

DSA Number: 04-110424

CHANGE ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
Seattle, WA 98154

Change Order No. : 00019

Date: 4/22/2013

Title: Change Order #19

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

Item	Responsibility Code	Days	Change Amount
WO 88		0	\$23,678.00

Item #1) Pursuant to a jobwalk with the Owner's Representative it was determined to install 140 lf. +/- 20-inch wide natural concrete accent bands and relocate existing catch basins adjacent to the Performing Arts Center entrance (Refer To Attachment "A"). This accent band was deemed necessary to improve the aesthetics of the Performing Arts entrance. As such, the contractor shall provide labor and material for installation of all necessary fixtures.

Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to install conduit and wiring for relocated irrigation controller from an existing electrical room requiring the rerouting of 110V lines (Refer To Attachment "B"). The contractor shall provide labor and material for all rework and installation purposes.

Item #3) Pursuant to a jobwalk with the Owner's Representative it was determined to install 125 lf. +/- of 8-inch wide x 12-inch deep mow curb west of the Fire Department Access Road (Refer To Attachment "C"). The contractor shall provide labor and material for installation of project.

Item #4) Pursuant to a jobwalk with the Owner's Representative it was determined to install flashing and all necessary hardware adjacent to stairwell No.1 (Refer To Attachment "D"). The contractor shall provide labor and material for installation of project.

Item #5) Pursuant to RFI #472 (Revision To Detail 19/5.2) A.O.R has determined that inadequate balcony rail to concrete anchorage exists as depicted in SKA-082. As such, the current 1/2" Dia anchor bolts shall be removed and replaced with 3/8" Dia approved alternative (Refer To Attachment "E"). The contractor shall provide labor and materials to renovate and install accepted anchor bolt.

Item #6) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to install 16 ga galvanized expansion joint roof and wall panels (Refer To Attachment "F"). As such, the contractor shall provide all labor and materials.

Item #7) Pursuant to a jobwalk with the Owner's Representative the installation of a level 5 finish was deemed necessary in the Performing Arts Center control room (Refer To Attachment "G"). As such, the contractor shall provide labor and material.

Item #8) Pursuant to a jobwalk with the Owner's Representative the installation of a level 5 finish was deemed necessary in stair No.1 and access panel (Refer To Attachment "H"). As such, the contractor shall provide labor and material.

WO 89		0	\$23,744.00
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Item #1) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to Spray and Wash prior to an application of Topcast 50 Finish on 6163 sf +/- of the 4-inch thick concrete paving. As such, the Contractor shall provide labor and material for the cleaning and Topcast 50 Finish (Refer to Attachment "A").

Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to apply a level 5 finish to the Performing Arts Theater 1st and 2nd floor lobbies and adjacent halls. As such, the contractor shall provide all labor and material (Refer To Attachment "B").



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 90		0	\$22,853.00

Item #1) Pursuant to an audio/visual coordination meeting with A.O.R. and Owner's Representative on 3/21/13 it was determined one of the three racks could not be located in the specified area due to insufficient wall space. The contractor shall provide all labor and material for relocation and installation of units. (Refer To Attachment "A" Item 1)

Item #2) Pursuant to an audio/visual meeting on 3/21/13 it was determined the addition of a lockable vented storage cabinet to the black box was deemed necessary to prevent unauthorized access. As such, the contractor shall provide all labor and materials for installation of fixtures. (Refer To Attachment "B")

Item #3) The initial Shunt Trip for the Performing Arts Center Elevator was initially directed by Edge to be installed at an erroneous 208V. Pursuant to RFI #480 the contractor shall provide all labor and materials for installation of unit and necessary hardware. (Refer To Attachment "C")

Item #4) Pursuant to a job with the Owner's Representative on 4/3/13 the addition of a Curb and Surface Regrade on the west side of the Performing Arts Center was deemed necessary for ADA accessibility. As such, the contractor shall provide labor and material for installation of curb and regrading stipulated area. (Refer To Attachment "D")

Item #5) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was determined to install Bulls Eye Sod using unit pricing credit from Work Order #76. As such, the contractor shall provide labor and materials for installation and grading of Bulls Eye Sod. (Refer To Attachment "E")

Item #6) Pursuant to a jobwalk with the the Owner's Representative on 4/3/13 it was deemed necessary to apply a Fog Coat to the Performing Arts Center parapet for aesthetic purposes. As such, the contractor shall provide labor and materials for application and protection of Fog Coating (Refer To Attachment "F")

Item #7) In an effort to complete the installation of the Sod on the left and center field of the junior varsity diamond and maintain a pedestrian/contractor accessibility route from the designated contractor parking area to the Performing Arts Center until completion a 12' wide warning track accessibility route is to be maintained. At a later date to be confirmed by the Owner's Representative the 12' wide warning track shall be covered with sod. (Refer To Attachment "G")



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 91		0	\$24,284.00

Item #1) Pursuant to a jobwalk with the Owner's Representative on 4/3/13 the addition of chain-link fences and the installation of an access gate is required because these items were not originally contemplated nor included in the contract documents. As such, the additional fences and gates will provide the districts landscape and maintenance crews methods to control egress at various locations. The contractor shall provide labor and materials for installation of fence and required hardware. (Refer To Attachment "A")

Item #2) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was determined to install a cementitious plinth on the Performing Arts Center access door for ADA accessibility. The contractor shall provide labor and material for installation of materials. (Refer To Attachment "B")

Item #3) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was deemed necessary to install flashing at stair no. 1 for aesthetic purposes. As such, the contractor shall provide material and labor for installation of flashing and all necessary hardware. (Refer To Attachment "C")

Item #4) Pursuant to a jobwalk with the Owner's Representative on 4/9/13 the addition of a western pedestrian walkway was determined necessary to comply with ADA accessibility requirements. The contractor shall provide labor and materials for installation of walkway.

Item #5) Pursuant to a jobwalk with the Owner's Representative on 4/12/13 it was deemed necessary for aesthetic reasons to clear and fine grade the area between the portables and fence of the junior varsity field. The contractor shall provide labor and materials for clearing, grubbing and fine grading of area. (Refer To Attachment "D")

Item #6) The Performing Arts Center water heater support is erroneously indicated at 6'-8" from finish floor to top of support. To comply with ADA requirements the clearance of the unit from finished floor to bottom of support must be raised to 6' - 8". As such, contractor shall provide materials and labor to elevate the support to the correct height. (Refer To Attachment "E")

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.






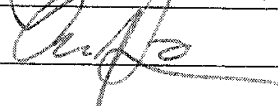
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

The Original Contract Sum was	.....	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	.....	\$863,014.00
The Contract Sum Prior to This Change Order was	.....	\$12,838,021.00
The Contract Sum Will be Increased	.....	\$94,559.00
The New Contract Sum Including This Change Order	.....	\$12,932,580.00
The Contract Time Will Not Be Changed	.....
The Date of Substantial Completion as of this Change Order Therefore is	...	5/24/2013

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		4/29/13
Completing Surety		4/24/13
Architect of Record		04/24/13
Inspector of Record		4/24/13



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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00088
Date: 3/27/2013

Title: Concrete Finishes & Drywall

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:

Item #1) Pursuant to a jobwalk with the Owner's Representative it was determined to install 140 lf. +/- 20-inch wide natural concrete accent bands and relocate existing catch basins adjacent to the Performing Arts Center entrance (Refer To Attachment "A"). This accent band was deemed necessary to improve the aesthetics of the Performing Arts entrance. As such, the contractor shall provide labor and material for installation of all necessary fixtures.

Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to install conduit and wiring for relocated irrigation controller from an existing electrical room requiring the rerouting of 110V lines (Refer To Attachment "B"). The contractor shall provide labor and material for all rework and installation purposes.

Item #3) Pursuant to a jobwalk with the Owner's Representative it was determined to install 125 lf. +/- of 8-inch wide x 12-inch deep mow curb west of the Fire Department Access Road (Refer To Attachment "C"). The contractor shall provide labor and material for installation of project.

Item #4) Pursuant to a jobwalk with the Owner's Representative it was determined to install flashing and all necessary hardware adjacent to stairwell No 1 (Refer To Attachment "D"). The contractor shall provide labor and material for installation of project.

Item #5) Pursuant to RFI #472 (Revision To Detail 19/5 2) A.O.R. has determined that inadequate balcony rail to concrete anchorage exists as depicted in SKA-082. As such, the current 1/2" Dia anchor bolts shall be removed and replaced with 3/8" Dia approved alternative (Refer To Attachment "E"). The contractor shall provide labor and materials to renovate and install accepted anchor bolt.

Item #6) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to install 16 ga galvanized expansion joint roof and wall panels (Refer To Attachment "F"). As such, the contractor shall provide all labor and materials.

Item #7) Pursuant to a jobwalk with the Owner's Representative the installation of a level 5 finish was deemed necessary in the Performing Arts Center control room (Refer To Attachment "G"). As such, the contractor shall provide labor and material.

Item #8) Pursuant to a jobwalk with the Owner's Representative the installation of a level 5 finish was deemed necessary in stair No 1 and access panel (Refer To Attachment "H"). As such, the contractor shall provide labor and material.

Item	Description	Amount
00001		\$23,678.00

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



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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00088
Date: 3/27/2013

Title: Concrete Finishes & Drywall

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 **\$23,678.00** ☐ 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		3/28/13
Owner's Representative		3/28/13
Completing Surety		3/28/13
Architect of Record		3/28/13
Inspector of Record		3/28/13

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 88

Concrete Finishes & Drywall

DATA DATE:3/27/13

Refer to Attachment "A", "B", "C", "D", "E", "F", "G" & "H"

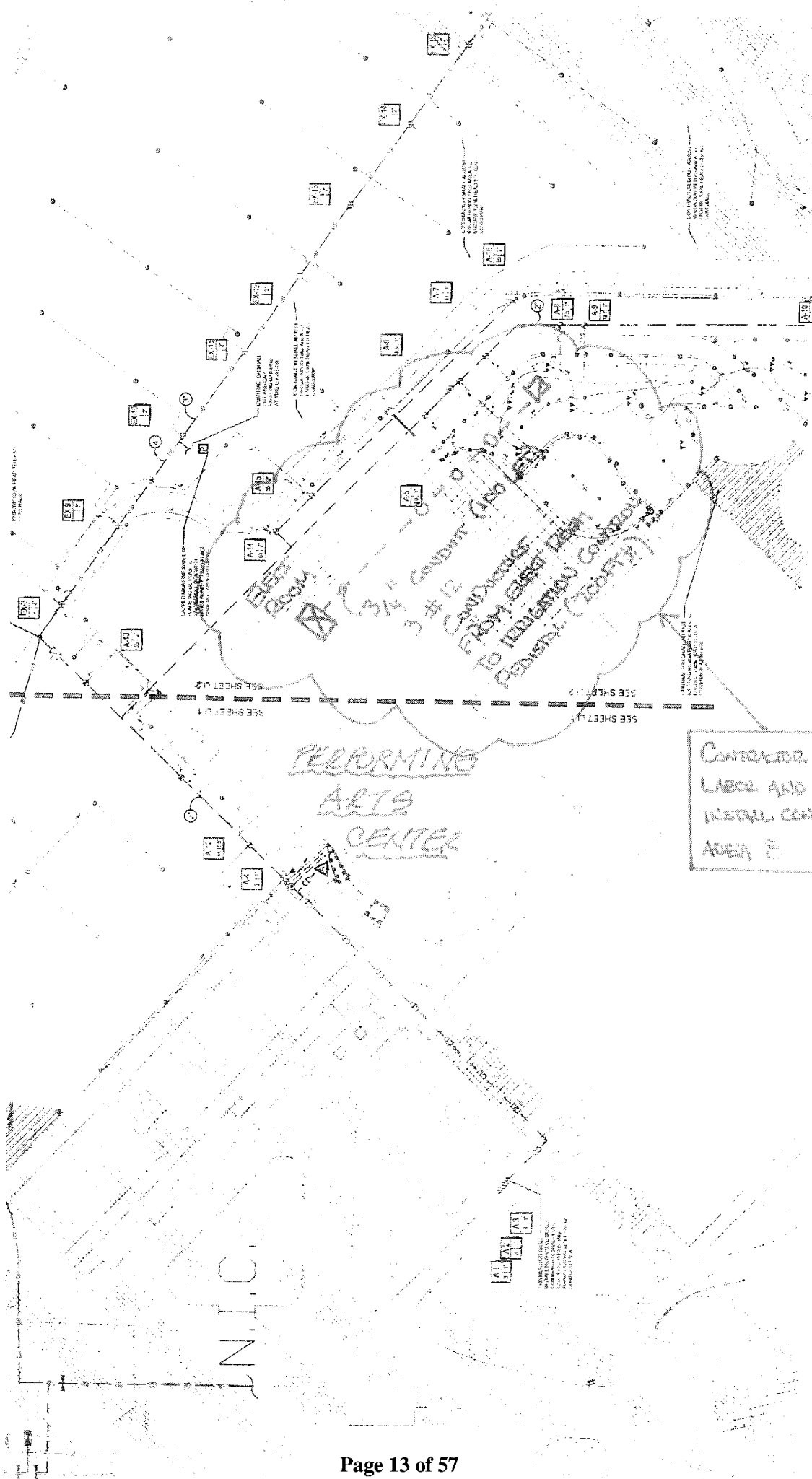
Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor shall provide labor and material to install 140 l.f. +/- of 20-inch wide natural accent concrete band and relocate catch basins adjacent to the Performing Arts Center entrance. See Attachment "A" Rental Equipment = \$340 140 l.f. x \$40/l.f. (labor and material) = \$5600	\$ 340.00		\$5,600	\$ 5,940.00
2	Contractor shall provide labor and material to install wiring and conduit for relocated irrigation controller. See Attachment "B" 2 men x 2 days x 8 hr/day x \$60/hr = \$1920 3/4-inch dia conduit breaker & conductor = \$900 c.m.u. corning lump sum = \$450 conduit painting = \$100		\$ 1,350.00	\$ 2,020.00	\$ 3,370.00
3	Contractor shall provide labor and material for installation of 125 l.f. +/- Of 8-inch x 12-inch mow curb west of the fire department access road. See Attachment "C" 125 l.f. x \$18/l.f. = \$2250			\$2,250	\$ 2,250.00
4	Contractor shall provide labor and material to install flashing and all necessary hardware adjacent to stairwell No.1. See Attachment "D" 10 hr x \$60 = \$600 20 hr x \$60 = \$1200 material = \$400		\$ 400	\$1,800	\$ 2,200.00
5	Contractor shall provide labor and material for renovation and installation or rail support anchorage. See Attachment "E" 2 men x 4 hours x \$60/hr = \$480 8 hrs x \$60/hr = \$480 materials = \$390		\$ 390	\$960	\$ 1,350.00
6	Contractor shall provide labor and material to install 16 ga galvanized expansion joint roof wall panels. See Attachment "F" 10hr x \$60/hr = \$600 30 hr x \$60/hr = \$1800 material = \$300		\$ 300	\$2,400	\$ 2,700.00
7	Contractor shall provide labor and material for installation of Level 5 Finish in the Performing Arts Center control room. See Attachment "G" 2 locations x \$500 (labor and material) = \$1000			\$1,000	\$ 1,000.00
8	Contractor shall provide labor and material for installation of Level 5 Finish in stair No. 1 and access panel. See Attachment "H" 1 man x 3 days x 8hrs/day x \$60 hr = \$1440 24" x 24" door = \$250		\$ 250	\$1,440	\$ 1,690.00

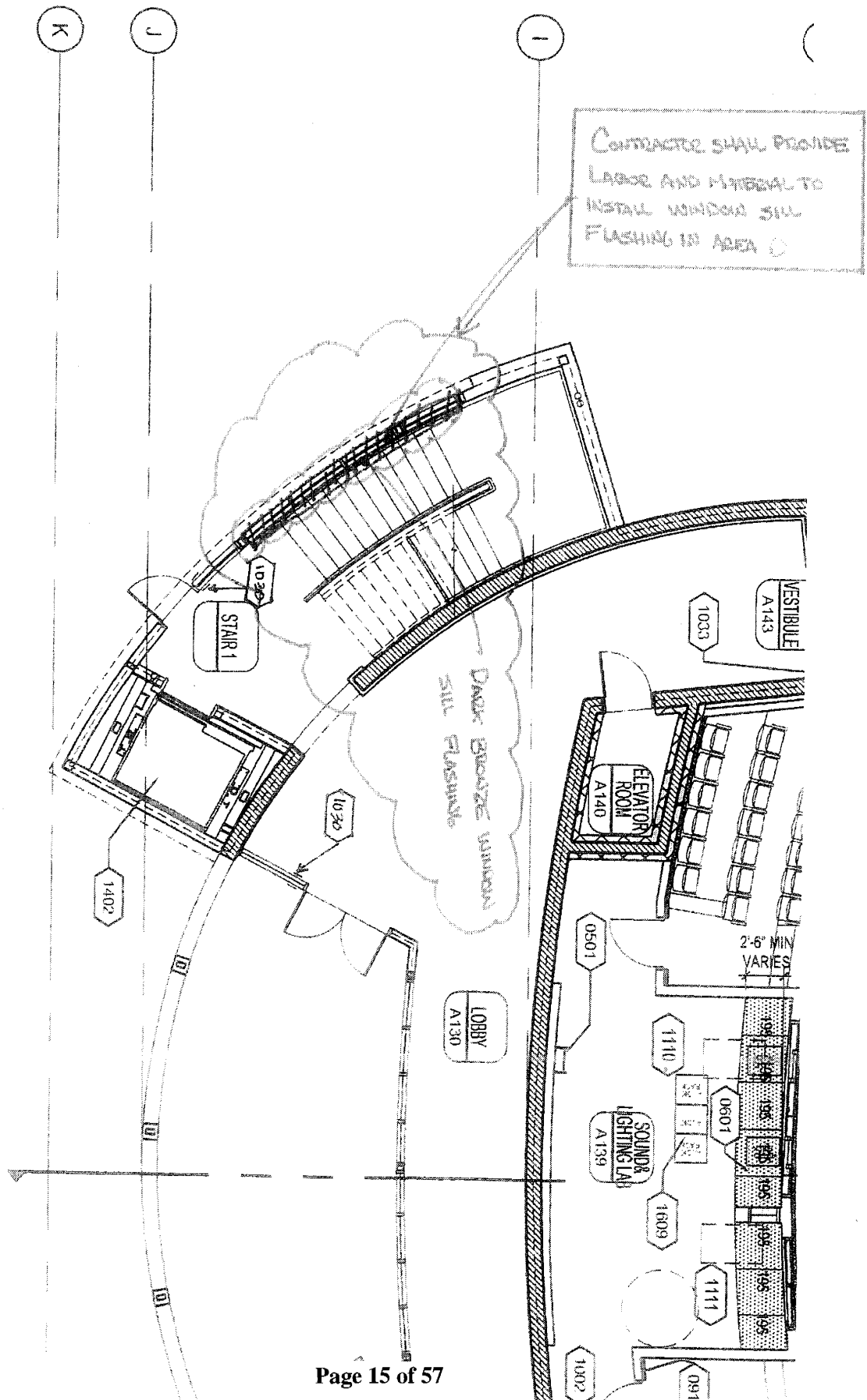
Subtotal Add	\$ 20,500.00
10% Fee	\$ 2,050.00
Subtotal	\$ 22,550.00
5% GC/Ins. Fee	\$ 1,127.50
Net Add	\$ 23,677.50

Full And Final Total* \$ 23,678

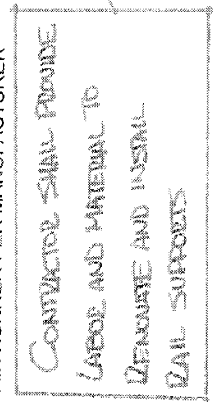
*Rounded to nearest dollar



[illegible]









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

REQUEST FOR INFORMATION

RFI No.: 00472

Title: REVISION TO DETAIL 19/5.2

Date: 3/4/2013 Required: 3/8/2013 Answered: 3/5/2013

From: Nathan Berkey
S.J. Amoroso Construction Co., Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

The anchors designated on SKA-082 are not adequate to support the rails on same sketch.

Proposed Solution:

In lieu of the 3/8" Hilti HDI-P drop in anchors shown on SKA-082 we propose to use anchoring detail as shown on 16B/5.1 with 3/8" countersunk Hilti KBIII min. 4" embedment. Please confirm.

Owner's Representative's Additional Information:

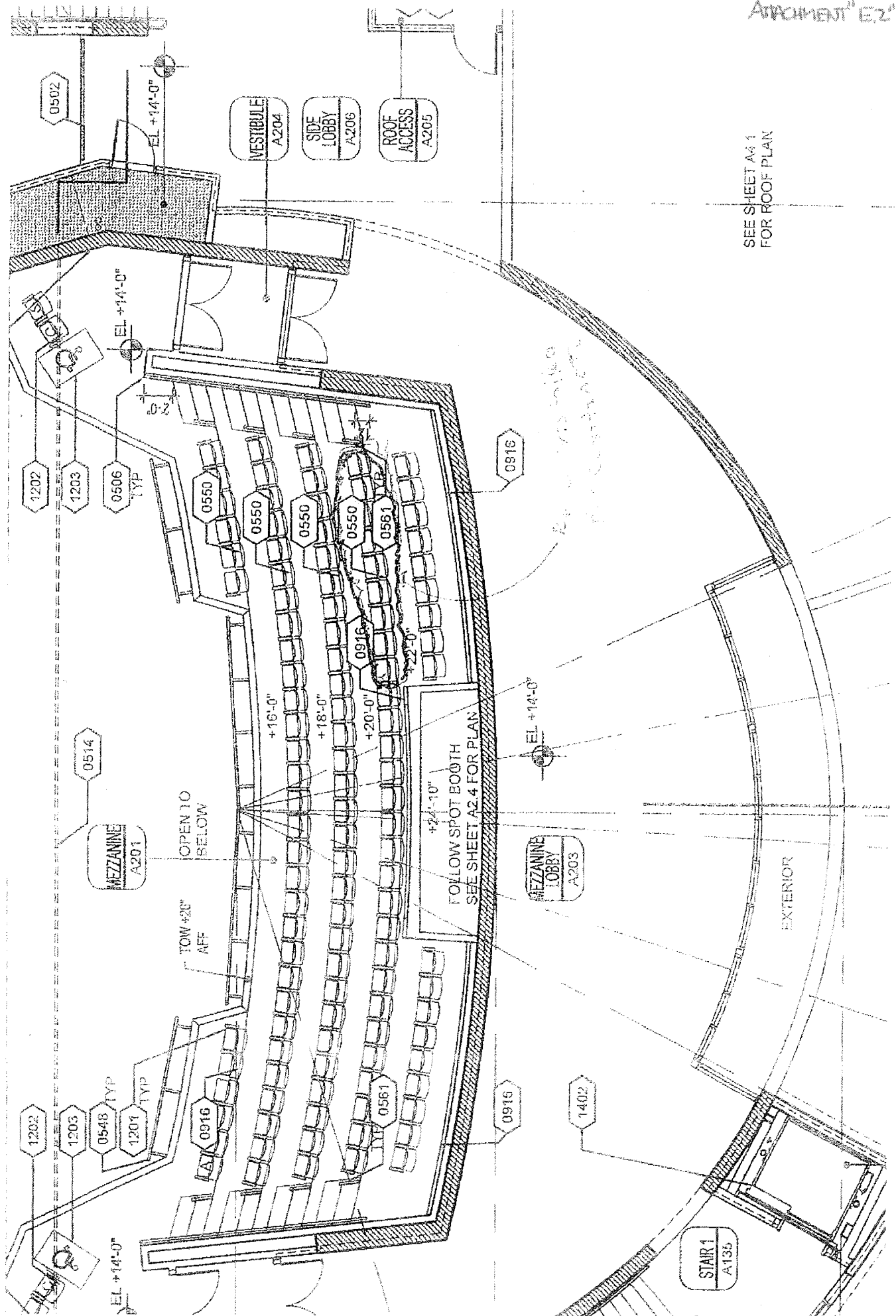
Architect of Record's Response:

3/8" countersunk Hilti KBIII with minimum 4" embedment is acceptable.

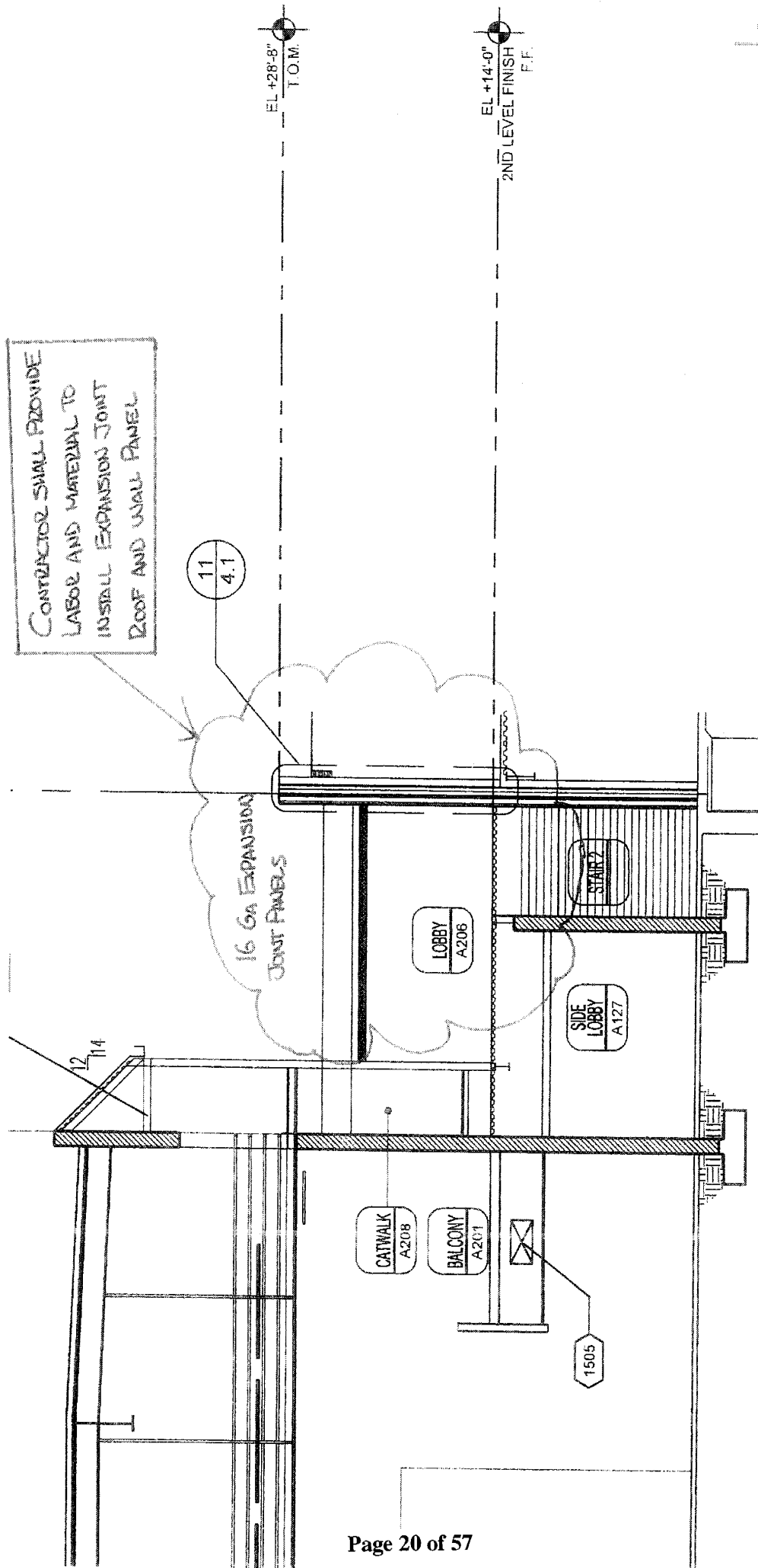
Commence the work described above immediately in the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.3 Disputes.

- ☐ * This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- ☒ * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- ☐ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- ☐ * This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

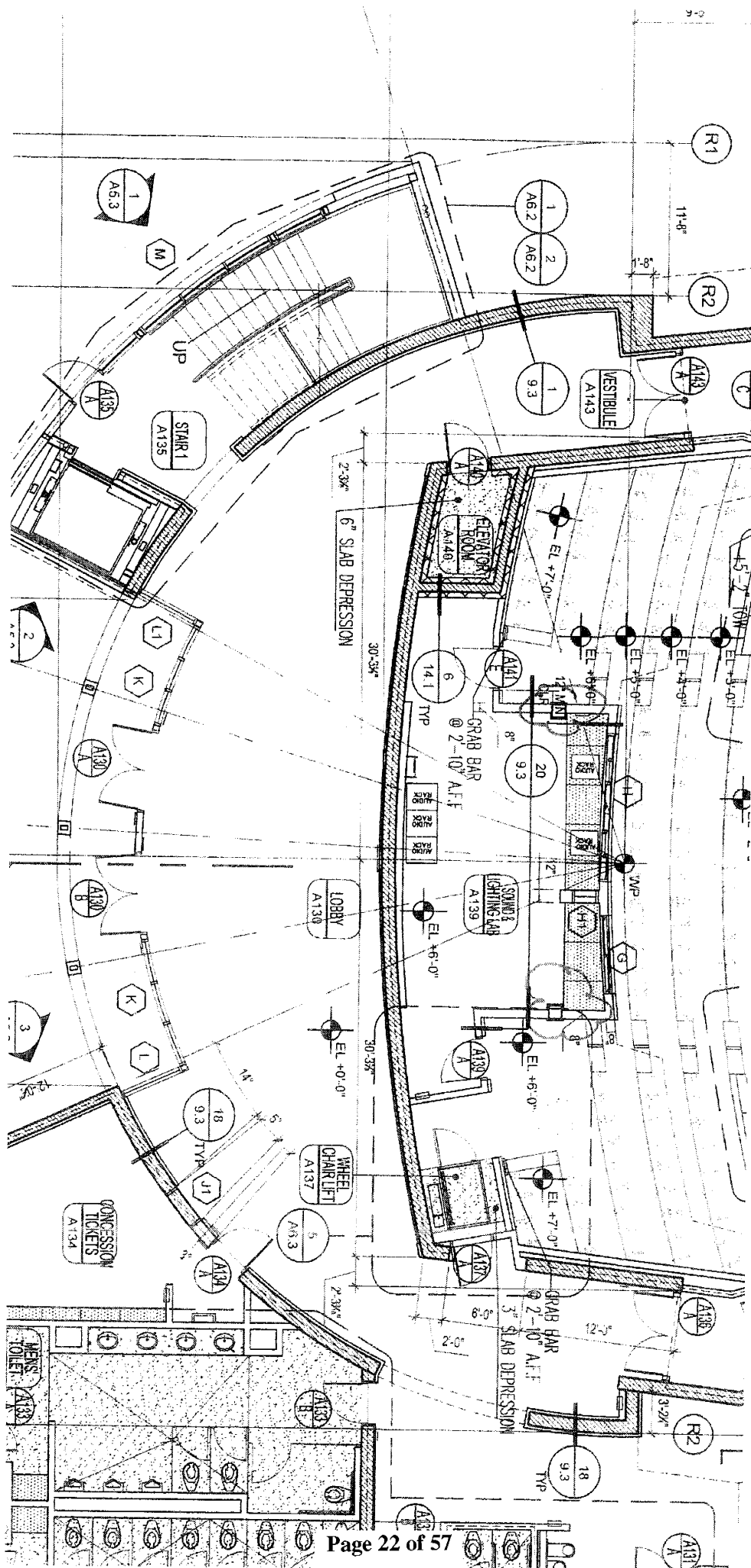


3/2/13



Page 21 of 57

ATTACHMENT "G"
3-26-13



CONTRACTOR SHALL
PROVIDE ALL LABEL
AND MATERIALS



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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00089
Date: 3/27/2013

Title: Slurry & Concrete Remediation

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:

Item #1) Pursuant to a jobwalk with the Owner's Representative it was deemed necessary to Spray and Wash prior to an application of Topcast 50 Finish on 6163 sf +/- of the 4-inch thick concrete paving. As such, the Contractor shall provide labor and material for the cleaning and Topcast 50 Finish (Refer to Attachment "A")

Item #2) Pursuant to a jobwalk with the Owner's Representative it was determined to apply a level 5 finish to the Performing Arts Theater 1st and 2nd floor lobbies and adjacent halls. As such, the contractor shall provide all labor and material (Refer To Attachment "B")

Item	Description	Amount
00001		\$23,744.00

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 **\$23,744.00** ☐ 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		3/29/13
Owner's Representative		3/28/13
Completing Surety		3/28/13
Architect of Record		3/28/13
Inspector of Record		3/28/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 89

Slurry & Concrete Remediation

Data Date 3/27/2013

Refer to Attachment "A" & "B"

Add

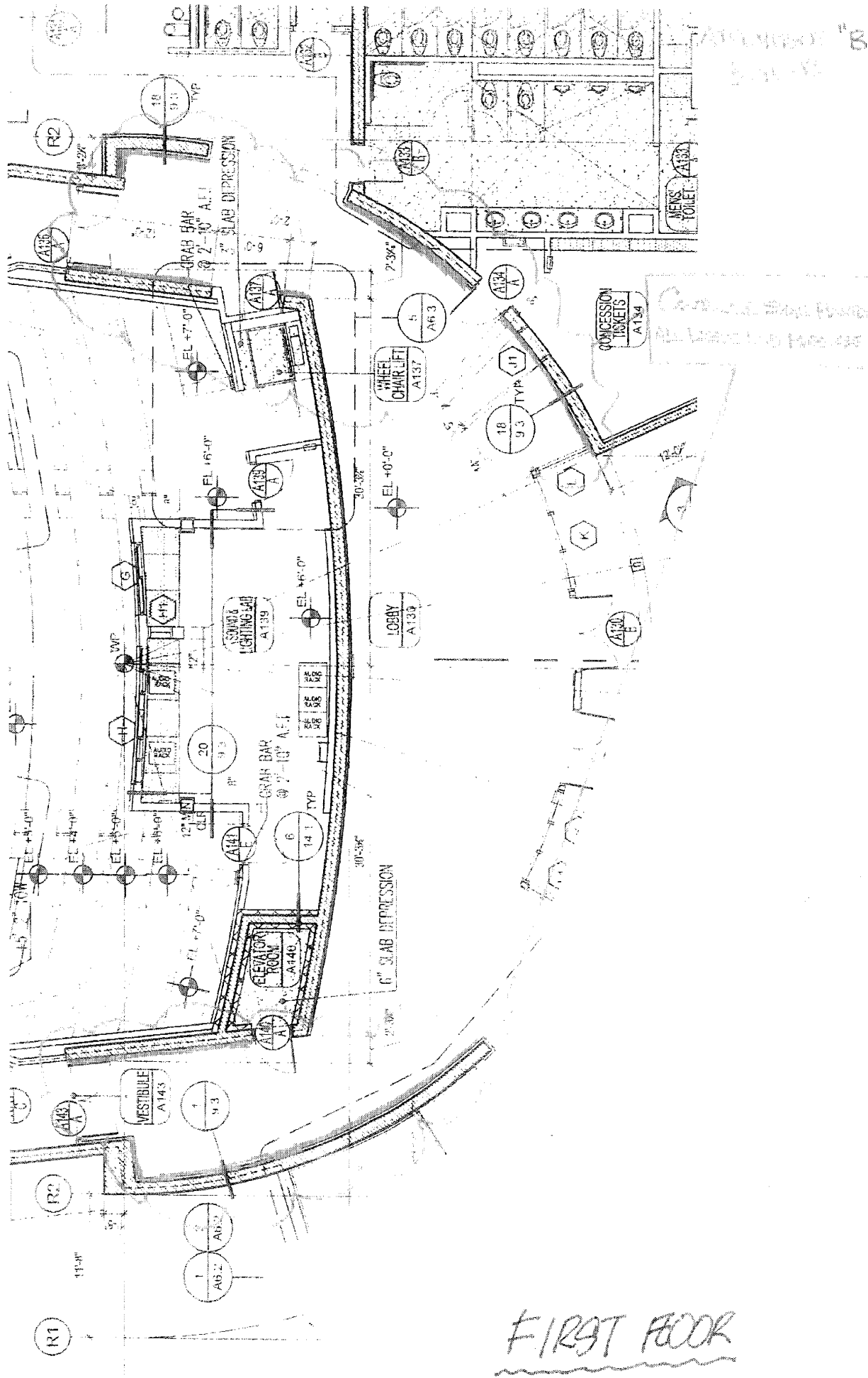
ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and material for the spray and wash preparation and application of Topcast 50 finish. See Attachment "A" Vacuum Truck 140/Hr x 6 Hrs x 4 Days = \$3360 2 Men x 4 Pours = \$3600 Dump Fees 168 x 6 = \$1008 7 Buckets Topcast x 130 = \$910	\$ 3,360.00	\$ 910	\$ 4,608.00	\$ 8,878.00
2	Contractor shall provide labor and material for installation of level 5 finish on first and second floor lobbies and adjacent halls. See Attachment "B" 1000 s.f. +/- x \$4.00 s.f. (labor and material) = \$4000 (mud) 2 men x 2 days x 8 hrs x \$60/hr x 2 floors = \$3620 (sanding) 2 men x 2 days x 8 hrs x \$60/hr x 2 floors = \$3620			\$ 11,680.00	\$ 11,680.00

Subtotal Add	\$ 20,558.00
10% Fee	\$ 2,055.80
Subtotal	\$ 22,613.80
5% GC/Ins. Fee	\$ 1,130.69
Net Add	\$ 23,744.49

Full And Final Total*	\$ 23,744
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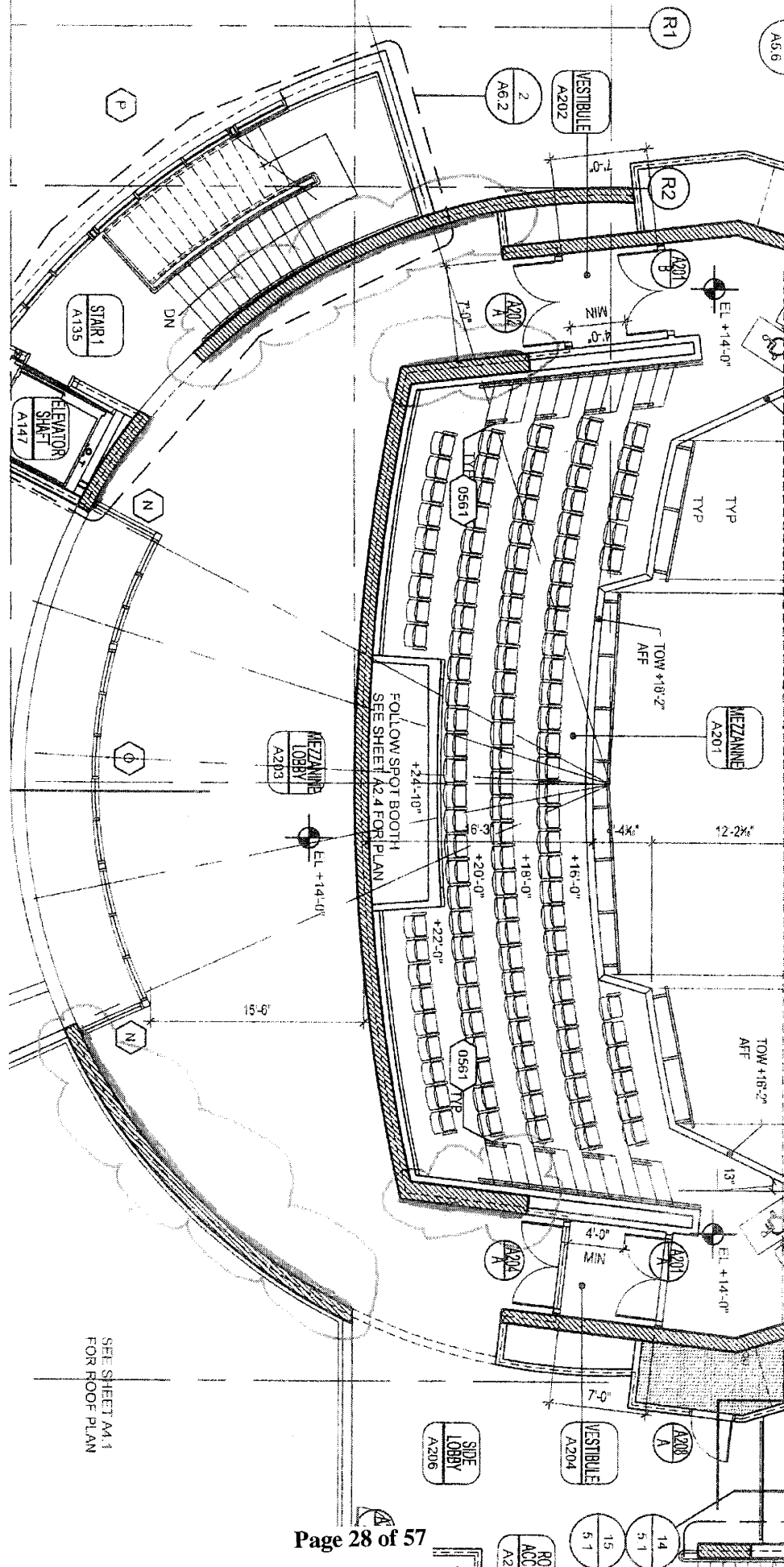
*Rounded to nearest dollar

COMMERCIAL TO
PROVIDE LABOR AND MATERIAL
TO INSTALL TOPCAST PILING
IN AREA



FIRST FLOOR

3-28-13



CONTRACTOR SHALL PROVIDE LABEL AND DIMENSIONS

SECOND FLOOR

SEE SHEET A4.1 FOR ROOF 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

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00090
Date: 4/8/2013

Title: A/V Units, Elevator Shunt Trip

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:

Item #1) Pursuant to an audio/visual coordination meeting with A.O.R. and Owner's Representative on 3/21/13 it was determined one of the three racks could not be located in the specified area due to insufficient wall space. The contractor shall provide all labor and material for relocation and installation of units. (Refer To Attachment "A" Item 1)

Item #2) Pursuant to an audio/visual meeting on 3/21/13 it was determined the addition of a lockable vented storage cabinet to the black box was deemed necessary to prevent unauthorized access. As such, the contractor shall provide all labor and materials for installation of fixtures. (Refer To Attachment "B")

Item #3) The initial Shunt Trip for the Performing Arts Center Elevator was initially directed by Edge to be installed at an erroneous 208V. Pursuant to RFI #480 the contractor shall provide all labor and materials for installation of unit and necessary hardware. (Refer To Attachment "C")

Item #4) Pursuant to a job with the Owner's Representative on 4/3/13 the addition of a Curb and Surface Regrade on the west side of the Performing Arts Center was deemed necessary for ADA accessibility. As such, the contractor shall provide labor and material for installation of curb and regrading stipulated area. (Refer To Attachment "D")

Item #5) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was determined to install Bulls Eye Sod using unit pricing credit from Work Order #76. As such, the contractor shall provide labor and materials for installation and grading of Bulls Eye Sod. (Refer To Attachment "E")

Item #6) Pursuant to a jobwalk with the the Owner's Representative on 4/3/13 it was deemed necessary to apply a Fog Coat to the Performing Arts Center parapet for aesthetic purposes. As such, the contractor shall provide labor and materials for application and protection of Fog Coating (Refer To Attachment "F")

Item #7) In an effort to complete the installation of the Sod on the left and center field of the junior varsity diamond and maintain a pedestrian/contractor accessibility route from the designated contractor parking area to the Performing Arts Center until completion a 12' wide warning track accessibility route is to be maintained. At a later date to be confirmed by the Owner's Representative the 12' wide warning track shall be covered with sod. (Refer To Attachment "G")

Item	Description	Amount
00001		\$22,853 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



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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00090
Date: 4/8/2013

Title: A/V Units, Elevator Shunt Trip

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 **\$22,853.00** ☐ 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		4/18/13
Owner's Representative		4/17/13
Completing Surety		4/17/13
Architect of Record		4/12/13
Inspector of Record		4-12-13

407

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 90

AV Units, Elevator Shunt Trip

DATA DATE: 4/8/13

Refer to Attachments "A", "B", "C", "D", "E", "F" & "G"

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor shall provide labor and material to relocate Audio/Visual Rack #3 in the Performing Arts Center Control Booth. See Attachment "A" see Attachment "A" for cost breakdown materials = \$668.47 2 men x 10/hrs x \$60/hr = \$1200		\$ 688.47	\$ 1,200.00	\$ 1,888.47
2	Contractor shall provide labor and material to install lockable vented doors and rear panel in Theater Black Box. See Attachment "B" see Attachment "B" for cost breakdown materials = \$1663.44 1 man x 2.5/hrs x \$60/hr = \$150		\$ 150.00	\$ 1,663.44	\$ 1,813.44
3	Contractor shall provide labor and material to install Shunt Trip in Performing Arts Center Elevator. See Attachment "C" see Attachment "C" for cost breakdown materials = \$2772.31 foreman 14.758/hrs x \$66.83/hr = \$986.24 journeymen 20.838/hrs x \$61.98/hr = \$1291.51 apprentice 23.453/hrs x \$53.94/hr = \$1264.08		\$ 2,772.31	\$ 3,541.84	\$ 6,314.15
4	Contractor shall provide labor and material for construction of Curb and to Fine Grade on the west side of the Performing Arts Center. See Attachment "D" 30 lf x \$15/lf +/- (labor & materials)= \$450 skip loader and operator = \$1050		\$ 450.00	\$ 1,050.00	\$ 1,500.00
5	Contractor shall provide labor and material to install Bulls Eye Sod adjacent to Performing Arts Center. See Attachment "E" 10,000 sf +/- x \$0.46/sf = \$4600			\$ 4,600.00	\$ 4,600.00
6	Contractor shall provide labor and material for application of Fog Coating on the Performing Arts Center Parapet. See Attachment "F" 2 men x 8 hrs/day x 2 days x \$60/hr = \$1920 materials = \$750		\$ 750.00	\$ 1,920.00	\$ 2,670.00
7	A \$1000 additional move-on planting of sod in the 12' "warning track" in left and center field of the junior varsity baseball diamond. See Attachment "G" additional move on = \$1000 l.s.			\$ 1,000.00	\$ 1,000.00

Subtotal Add	\$ 19,786.06
10% Fee	\$ 1,978.61
Subtotal	\$ 21,764.67
5% GC/Ins. Fee	\$ 1,088.23
Net Add	\$ 22,852.90

FULL AND FINAL TOTAL* \$ 22,853

*Rounded to nearest dollar

ARCHITECTURAL FIELD OBSERVATION MEMORANDUM

DATE: March 21, 2013

RE: Capistrano Valley High School Performing Arts Theater
Capistrano Unified School District
Project No. 0814000.01

Audio Visual Coordination Meeting Minutes

1. Dimensional Issues were discovered with the Audio Visual equipment in the Control Booth. Three racks (24"W x 33"L x 89"H) need to be relocated. WLC Architects, Inc will issue a response to RFI 477 with a sketch indicating a plan and elevation of all equipment in the control booth.
2. Black Box Projector Screen Mounting Detail – The contractor has installed this equipment mounted off the suspended pipe rail. The method of attachment has not been designed in the contract documents and therefore will require a CCD. The contractor has indicated that they will detail the attachment to the suspended pipe rail and forward calculations to the Architect of Record for a CCD to be issued.
3. Black Box Audio Visual Equipment Coordination – The casework depth conflicts with the A/V racks on the south wall. Casework racks will need to be resized to 40" overall depth. A curtain is placed at 43 1/2" off the back wall. WLC Architect, Inc. will need to issue a sketch to redesign these cabinets to the proper depth.
4. Front Stage Speakers Layout Conflict – Contractor to coordinate with trades for proper installation.

Thank you,

Steven C. Stearns
WLC Architects, Inc.



Attachment "A"
4-4-13
Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California
92675

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00477

Title: AV RACKS LOCATION

Date: 3/18/2013 Required: 3/22/2013 Answered: 3/25/2013

From: Nathan Berkey
S.J. Amoroso Construction Co., Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

1) AV racks 6 and 7 along with the Audio Mix Desk and the Podium for the Black Box appear to be in a cabinet per A7.1 and A7.9. Please provide details of how the conduit will terminate to the AV racks. Please provide elevations of the cabinet with the AV equipment integrated into it. 2) AV racks 1, 2, and 3 are shown to be in the control room on the back wall between the ladder and the divider wall. They require 75" minimum and there is only 56" available. Please advise how to proceed.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

See the attached Field Observation Memo dated 3/21/13 and also Sketch SKA-084 dated 3/22/13.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

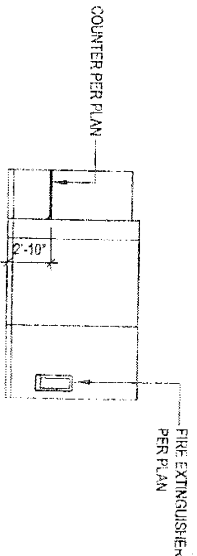
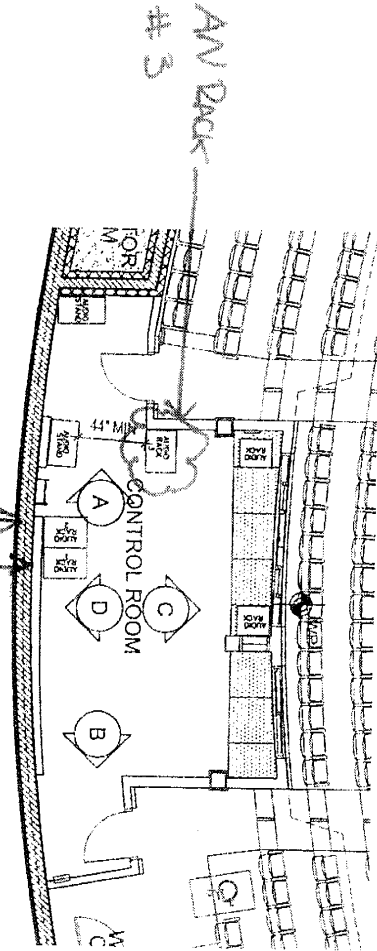
- ☐ * This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- ☒ * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- ☐ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- ☐ ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

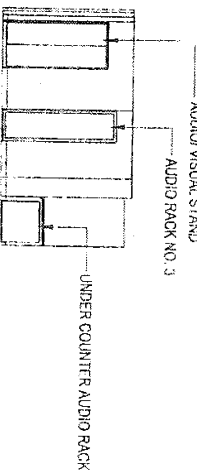
Attachment A211
4-4-13

FLOOR PLAN + CONTROL BOOTH A139

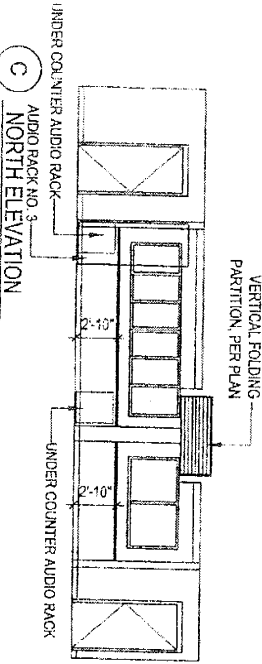
AV Rack AV Rack
#2 #1



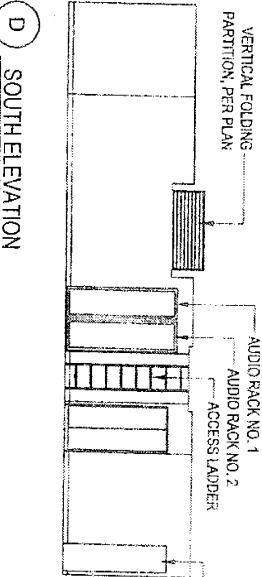
A EAST ELEVATION



B WEST ELEVATION

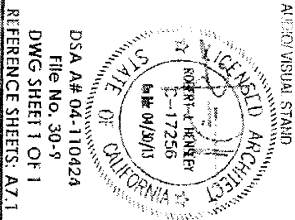


C NORTH ELEVATION



D SOUTH ELEVATION

INTERIOR ELEVATIONS - CONTROL BOOTH A139



DSA A# 04-110424
File No. 30-9
DWG SHEET 1 OF 1
REFERENCE SHEETS: A7.1

SKA-084

DRAWN:	WLC
CHECKED:	WLC
DATE:	03.22.13
SCALE:	NTS
JOB NO.:	0614000

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

WLC
Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0903
fax: 909-980-9980

4-4-13

CONTROL BOOTH
(RELOCATION OF RACK #3)

AMT SYSTEMS INC.

Audio Video Engineering and Installation

26810-A Oak Ave
Santa Clarita, CA 91351
office 661-251-4206
fax 661-251-6923

CHANGE ORDER FOR RF1 477

BILL TO		SHIP TO			
Enterprise Electric Capistrano PAC AMT Job # 3079		Enterprise Electric			
TERMS	FOB	PROPOSAL TYPE	Date		
Net 10	Manufacturer	Change Order	1-Apr-13		
QTY	MODEL	MAKE	DESCRIPTION	PRICE EA	EXT.
1	Equipment				
1	28 649 50	Extron	50 foot DVI-D cable for Monitor	222.50	222.50
1	DA2401	West Penn Wire	One Level Wire	231.25	231.25
2	CLB 6	Middle Atlantic	Cable Ladder	58.39	116.78
1	CLH 71TS	Middle Atlantic	90 Degree Splice Kit	8.56	8.56
1	CLH RSJ	Middle Atlantic	End Splice Kit	7.98	7.98
1	CLH 58CHK	Middle Atlantic	Panel Mount Kit	19.05	19.05
	Labor				
1	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Other)		
1	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Cable Pull)		
1	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Rough In)		
1	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Termination)		1,200.00
1	SHOP 1	AMT LABOR	Shop Labor Hours Tech Rate		
1	DOCU 1	AMT LABOR	Documentation and Drawing Tech Rate		
1	ENGR 1	AMT LABOR	Project Management Rate (Project Management)		
1	ENGR 1	AMT LABOR	Engineering Labor Programming Rate (Programming)		
1	ENGR 1	AMT LABOR	Engineering Labor Sr Engineering Rate (Senior Level)		
1	TRAIN 1	AMT LABOR	Engineering Labor Sr Engineering Rate (Fast Tune/Train)		
				TOTAL EQUIPMENT	607.11
				SALES TAX	48.57
				SUB TOTAL	655.68
				FREIGHT	32.78
				TOTAL LABOR	1,200.00
				TRUCK/TRANS AGG	0.00
				EQUIP. RENTAL	0.00
				TOTAL COST	\$1,888.47

Price good for 30 Days

Approved By

Title

Date

Date

EC#

4-11-13

BLACK BOX
LOCKABLE, VENTED
DOORS & REAR PANEL

AMT SYSTEMS INC.

Audio Video Engineering and Installation

26810-A Oak Ave
Santa Clarita, CA 91351
office 661-251-4206
fax 661-251-6923

CHANGE ORDER

BILL TO		SHIP TO		CHANGE ORDER	
Enterprise Electric Capistrano PAC AMT Job # 3079		Capistrano Valley PAC			
TERMS		FOB		PROPOSAL TYPE	
Net 10		Manufacturer		Change Order	
				Date	
				28-Mar-13	
QTY	MODEL	MAKE	DESCRIPTION	PRICE EA	EXT.
FRONT AND REAR PANELS					
2	VRFD-24	Middle Atlantic	Solid Front Door with lock	172.01	344.03
2	VR PAP-24	Middle Atlantic	Solid Rear Access Panel with lock	129.21	258.43
TOP					
2	MV 412	Middle Atlantic	Top trans will accept 4 - 412 fans	4.16	83.33
FANS					
8	QFAN	Middle Atlantic	412 Quiet Fan with guard	59.64	476.90
2	FC 412	Middle Atlantic	Thermostatic Fan Control	153.90	307.80
Labor					
2	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Other)		
	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Cable Pull)		
	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Rough In)		
	FIELD 1	AMT LABOR	Field Labor Hours Tech Rate (Termination)		
	SHIP 1	AMT LABOR	Shop Labor Hours Tech Rate		
	DOCU 1	AMT LABOR	Documentation and Drawing Tech Rate		
	ENGR 1	AMT LABOR	Project Management Rate (Project Management)		
	ENGR 1	AMT LABOR	Engineering Labor Programming Rate (Programming)		
	ENGR 1	AMT LABOR	Engineering Labor Sr Engineering Rate (Senior Level)		
	TRAIN 1	AMT LABOR	Engineering Labor Sr Engineering Rate (Test/Train/Train)		
				TOTAL EQUIPMENT	1,486.23
				SALES TAX	117.35
				SUB TOTAL	1,603.58
				FREIGHT	79.21
				TOTAL LABOR	155.00
				TRUCK TRANS. AGO	0.00
				EQUIP. RENTAL	0.00
				TOTAL COST	\$1,813.44

Price good for 35 Days

Approved: _____ Title: _____
 By: _____ Date: _____
 # _____



ATTACHMENT "C"
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

REQUEST FOR INFORMATION

RFI No.: 00480

Title: SHUNT TRIP AND FIRE EXTINGUISHER FO

Date: 3/20/2013

Required: 3/25/2013

Answered: 3/25/2013

From: Nathan Berkey

S.J. Amoroso Construction Co., Inc.

To: Korin Lawing

Capistrano Unified School District

Contractor's Request:

Please provide information on shunt trip direction as discussed in Elevator Pre-Con meeting held on 3/11/13. Also confirm Fire Extinguisher is to be installed in elevator machine room.

Proposed Solution:

N/A

Owner's Representative's Additional Information:

Architect of Record's Response:

1. See attached CCD A024 dated 3/19/13.

2. Yes, Fire extinguisher is to be installed in Elevator Machine Room.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes

☐

* This response was provided FOR INFORMATION ONLY and does not affect the Contract.

☐

* This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)

☐

* This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)

☒

** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time. If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Attachment "C1"
4-8-13
FORM
DSA-140
Revised 11/12

CCD #: A024

DSA FILE #: 30 - 9
DSA APPL #: 04 - 110424
Date Mar 19, 2013

APPLICATION FOR APPROVAL OF

CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

Changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety Portions of the Project

Please Print or Type all Information - or fill out on-line and print for signatures

ALL FIELDS MUST BE COMPLETED See DSA IR A-6 for submittal requirements

1. Name of Project: Capistrano Valley High School Performing Arts Theater

2. Applicant Information:

Firm Name: WLC Architects, Inc.

Contact Name: Steven Stearns

Address: 8163 Rochester Avenue, Suite 100 Rancho Cucamonga CA 91730-0729

Phone Number: (909) 987-0909 e-mail: sstearns@wlcarchitects.com

3. Name of Design Professional in General Responsible Charge: Robert J. Hensley, Principal, AIA

4. Professional License Type ☒ Architect ☐ Structural Engineer License Number C-17256

5. Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: [Signature] 3.19.2013
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. Brief Description of construction change (attach additional sheets if needed):

Provide elevator normal and backup shunt trip in Dimmer Room (A145) per the attached Sketch SKE-1.

7. List of attachments:

Sketch SKE-1
DSA Approved Sheet E3.3

8. List of DSA approved documents affected by this CCD:

DSA Approved Sheet E3.3

9. NOTE: Check here ☒ to confirm that all CCD drawings and calculations have been stamped and signed by the responsible design professional.

PROPOSED CHANGE ORDER

March 29, 2013

TO:

S.J. Amoroso Construction
275 E. Baker Street, Suite B
Costa Mesa, CA

Attn: Philip Tanghal

JOB:

Project: CVHS-Performing Arts Theater

Your Job Number: 739

Our Job Number: 21141

Change Order Number: 36

Work Description:

Re: RFI #480 Shunt Trip for Elevator.

- Provide and install (1) 480V, 60A contactor and interlock relay adjacent to Panel HM1
- Intercept elevator feeder circuit at Panel HM1 and reroute through contactor.
- Install (1) 277V circuit from Panel HM1 through interlock relay to contactor coil
- Install interlock wiring from elevator back-up power relay to the interlock relay for control

Exclusions:

Clarifications:

- Additional work as described will extend our project completion window by (3) days
- All work to be performed on a straight time basis
- Inclusion and exclusions of the original executed contract will apply to this cost estimate
- This cost estimate is based on current conditions of the construction area, please be advised we will not proceed with changed work without an approved change order and we assume no responsibility for the additional work created due to extended review and/or extended approval time.
- Enterprise Electric reserves the right to modify this cost estimate at any time due to material & labor escalations as well as any errors and/or omissions until this change is approved and a contract change order is issued

The total amount of this Change Order is **\$6,946.00**

Respectfully submitted by
Enterprise Electric Datacom, Inc.

Gary Hardcastle, Operations Manager

S.J. Amoroso Construction

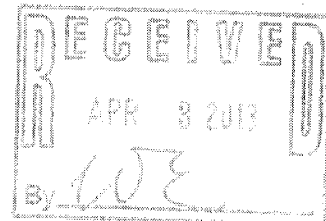
Accepted by _____

Print name _____

Title _____

Date _____

Please sign and return one original copy of this acceptance as soon as possible



Amoroso:Capistrano Valley Performing Arts Theatre : #36 RFI #480 Elevator Shunt Trip

Job Number: 2011726

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 01 Rough-in ---						
1000	1/2" EMT	10	22.99 C	2.30	4.95 C	0.50
1011	3/4" EMT (Difficult)	190	47.16 C	89.59	8.25 C	15.68
1012	1" EMT (Difficult)	20	79.75 C	15.95	9.02 C	1.80
1476	1/2" Compression Steel Conn	4	360.43 C	14.42	0.20 E	0.80
1477	3/4" Compression Steel Conn	2	267.01 C	5.14	0.22 E	0.44
1478	1" Compression Steel Conn	4	489.28 C	19.57	0.28 E	1.12
2355	1/2" Conduit Hanger w/Bolt	1	52.98 C	0.66	27.50 C	0.34
2356	3/4" Conduit Hanger w/Bolt	24	61.29 C	14.56	27.50 C	6.53
2357	1" Conduit Hanger w/Bolt	3	71.69 C	1.79	27.50 C	0.69
6443	4x4x4" Screw Cover Pull Box-Nema 1	1	7.85 E	7.85	1.06 E	1.06
1235085	1/2" Compression Steel Coupling	1	96.36 C	0.96	0.28 E	0.28
1235086	3/4" Compression Steel Coupling	19	122.75 C	23.32	0.33 E	6.27
1235087	1" Compression Steel Coupling	2	216.35 C	4.33	0.44 E	0.88
--- 01 Rough-in Total ---				200.44		36.39
--- 02 Wire & Cable ---						
2786	#14 THHN CU Solid Wire	599	90.15 M	53.95	6.50 M	3.29
2787	#12 THHN CU Solid Wire	32	151.03 M	4.76	6.60 M	0.21
2792	#8 THHN CU Stranded Wire	25	416.39 M	10.41	11.00 M	0.28
2793	#6 THHN CU Stranded Wire	75	581.95 M	43.65	13.20 M	0.99
4367	#14-12-10 Wire Termination Labor	12	0.00 E	0.00	0.20 E	2.40
4368	#8-6 Wire Termination Labor	12	0.00 E	0.00	0.28 E	3.48
T0008	#6 THHN CU Stranded Wire (Labor only)	75	0.00 E	0.00	13.20 M	0.99
T0009	#8 THHN CU Stranded Wire (Labor only)	25	0.00 E	0.00	11.00 M	0.28
--- 02 Wire & Cable Total ---				112.77		11.92
--- 03 Distribution ---						
4011	20A 1P 277V Bolt-On Circuit Breaker	1	64.35 E	64.35	0.48 E	0.48
--- 03 Distribution Total ---				64.35		0.48
--- 05 Trim & Devices ---						
3589	DP CONTACTOR 60-AMP ENCLOSURED	1	437.50 E	437.50	7.15 E	7.15
T0011	Interlock Relay EK-300	1	147.96 E	147.96	0.82 E	0.83
--- 05 Trim & Devices Total ---				585.46		7.98
--- 09 Demolition & Safe -off ---						
11614	Demol 1" EMT/Wire (per foot)	10	0.00 E	0.00	0.11 E	1.10
T0010	#8-6 Wire De-termination Labor	4	0.00 E	0.00	0.28 E	1.13
--- 09 Demolition & Safe -off Total ---				0.00		2.23
Job Total				963.02		59.08

3/29/2013 11:07:13 AM

ATTACHMENT "C5"

4-11-13

Page 1

Amoroso:Capistrano Valley Performing Arts Theatre : #33 RFI #430 Elevator Shunt Trip
Totals (Detailed) - Bid Summary: Default

Job Number 2011728
Bid Date 5/9/2011
Bid Time 8:50:00 AM
Square Footage 0

Material Totals

Division	Total	Factor	Extended
01 Rough-in	\$200.44	0.00 %	\$200.44
02 Wire & Cable	121.64	0.00 %	121.64
09 Demolition & Safe -off	0.00	0.00 %	0.00
05 Trim & Devices	585.46	0.00 %	585.46
03 Distribution	64.35	0.00 %	64.35
Total	\$971.89		\$971.89
Sales Tax (8.00%)			\$77.75
Total Material			\$1,049.64

Labor Hours

Division	Total	Factor	Extended
01 Rough-in	33.89	0.00 %	33.89
02 Wire & Cable	11.92	0.00 %	11.92
09 Demolition & Safe -off	2.26	0.00 %	2.26
05 Trim & Devices	7.98	0.00 %	7.98
03 Distribution	0.48	0.00 %	0.48
Total	59.03		59.03

Labor Rates

Category	Leaf Total	Hours	Base Rate	Burden \$	Burden %	Extended
Foreman	25.00	14.753	\$68.88	0.00	0.00%	\$988.24
Journeyman	35.800	20.338	\$61.92	0.00	0.00%	1,221.51
Apprentice	39.700	23.485	\$53.54	0.00	0.00%	1,254.06
Total	100.500					\$3,541.54

Direct Jobsite O/H

Description	Hours	Rate	Factor	Extended
Total				\$0.00
Total Labor				\$3,541.54

Equipment

Description	Total
60 Scissor Lift (per day)	\$240.00
	419

3/29/2013 11:07:16 AM

ATTACHMENT "C6"

Amoroso:Capistrano Valley Performing Arts Theatre : #36 RFI #480 Elevator Shunt Trip
Totals (Detailed) - Bid Summary: Default

4-11-13

Page 2

Total	\$240.00
-------	----------

<u>Description</u>	<u>Subcontracts</u>	<u>Total</u>
--------------------	---------------------	--------------

10 Fire Alarm		\$1,483.00
---------------	--	------------

Total		\$1,483.00
-------	--	------------

Job Subtotal (Prime Cost)		\$5,314.48
---------------------------	--	------------

Overhead (10.00%)		631.45
-------------------	--	--------

Profit (0.00%)		0.00
----------------	--	------

Job Total		\$6,945.93
-----------	--	------------

Actual Bid Price		\$6,945.93
------------------	--	------------

Material to Direct Labor ratio: 0.23

Prime Cost per square foot		\$0.00
----------------------------	--	--------

Job Total per square foot		\$0.00
---------------------------	--	--------

Actual Bid Price per square ft		\$0.00
--------------------------------	--	--------

Labor cost per square foot		\$0.00
----------------------------	--	--------

Labor hours per square foot		0.00
-----------------------------	--	------

Gross Profit %		9.09
----------------	--	------

Gross Profit \$		\$631.45
-----------------	--	----------

4-4-13

EXISTING
BUILDING

0156

90' 4"

$$g' - 0^n$$

0164

0173

0185

0172

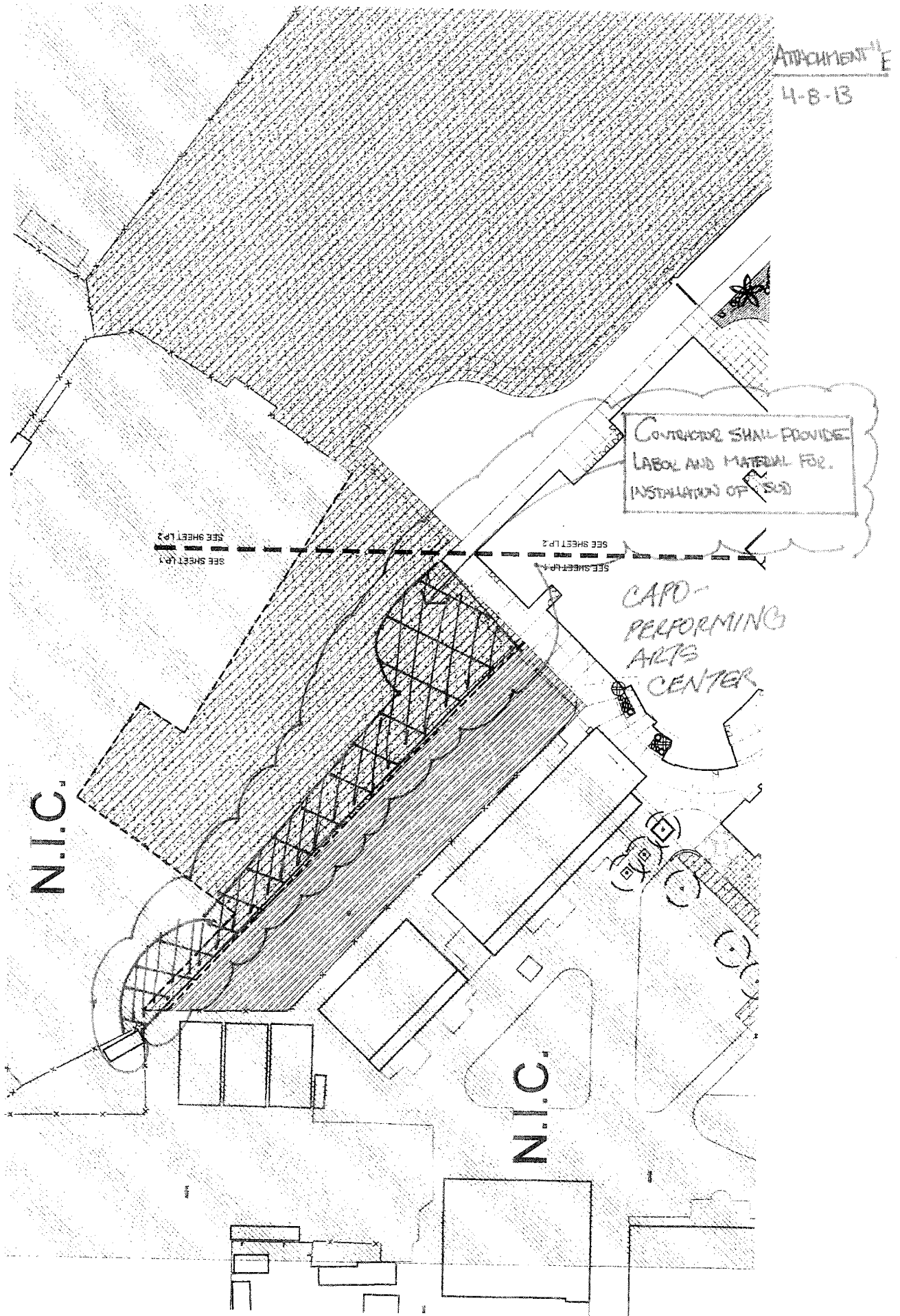
REURADE

6" x 6"
0325

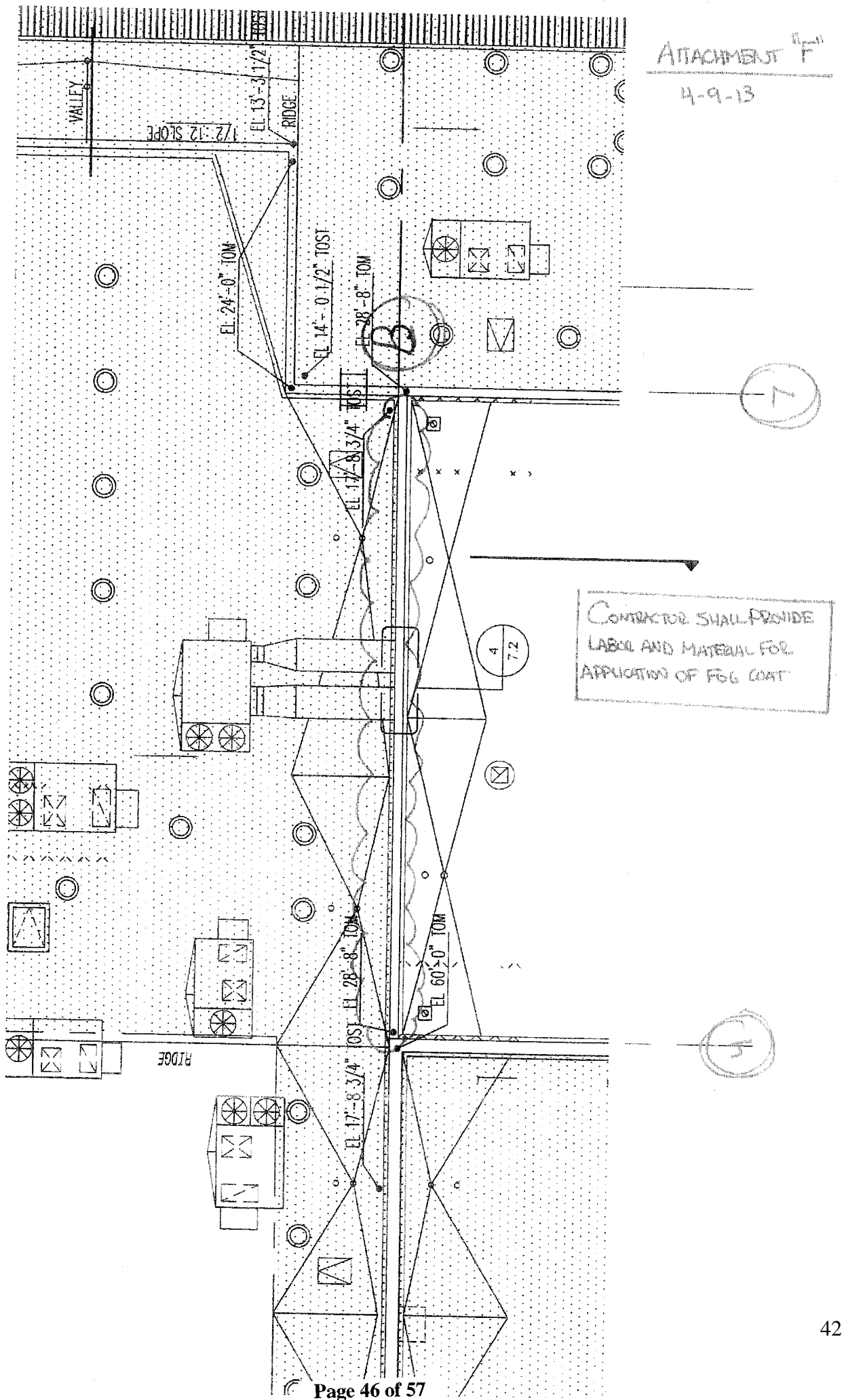
PERFORMING ARTS THEATRE

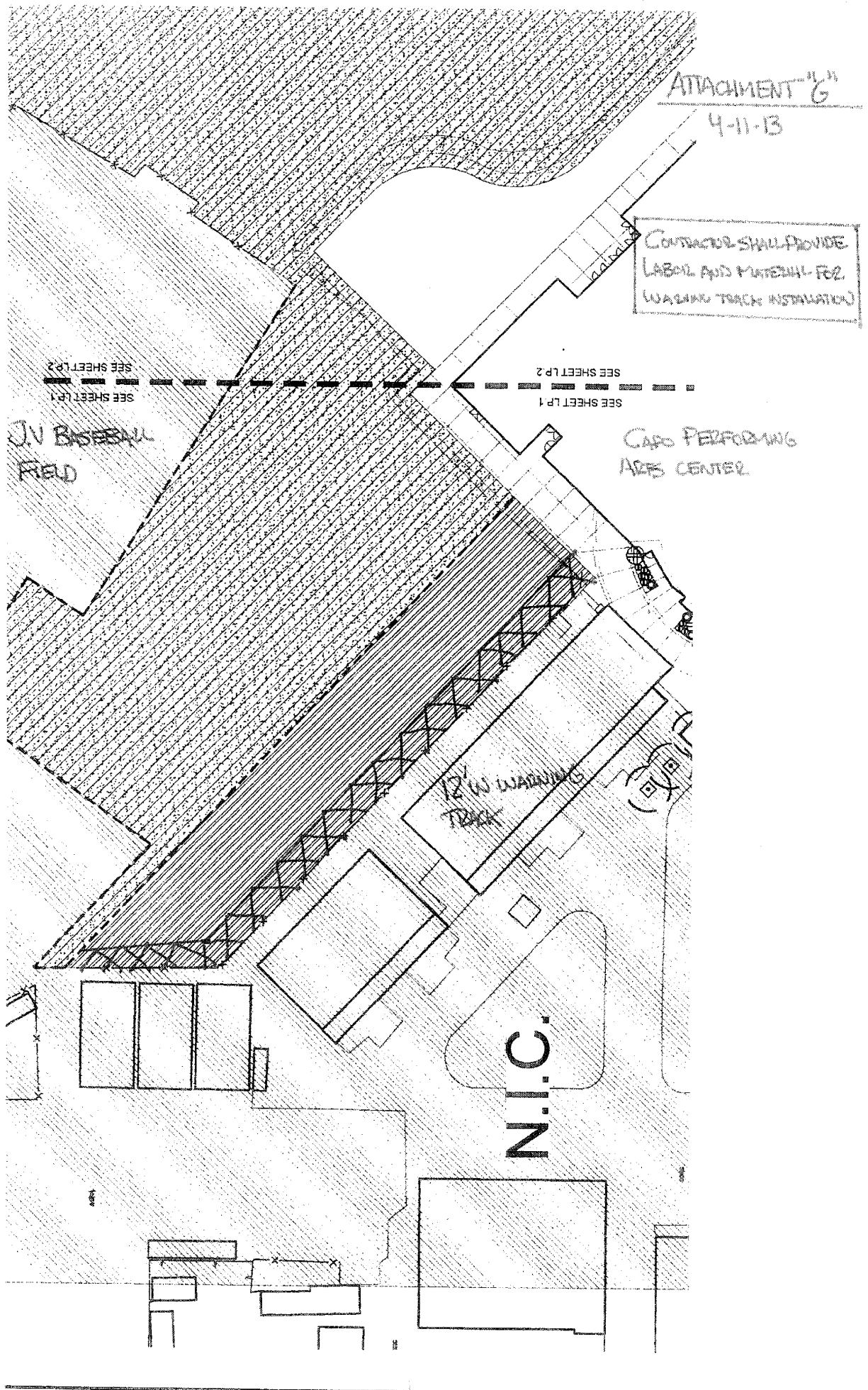
2 STORY
TYPE II - A
AUTOMATIC SPI

4-8-13



ATTACHMENT "F"
4-9-13







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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00091
Date: 4/15/2013

Title: Chain Link Fence & Plinth

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:

Item #1) Pursuant to a jobwalk with the Owner's Representative on 4/3/13 the addition of chain-link fences and the installation of an access gate is required because these items were not originally contemplated nor included in the contract documents. As such, the additional fences and gates will provide the districts landscape and maintenance crews methods to control egress at various locations. The contractor shall provide labor and materials for installation of fence and required hardware. (Refer To Attachment "A")

Item #2) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was determined to install a cementitious plinth on the Performing Arts Center access door for ADA accessibility. The contractor shall provide labor and material for installation of materials (Refer To Attachment "B")

Item #3) Pursuant to a jobwalk with the Owner's Representative on 4/8/13 it was deemed necessary to install flashing at stair no. 1 for aesthetic purposes. As such, the contractor shall provide material and labor for installation of flashing and all necessary hardware (Refer To Attachment "C")

Item #4) Pursuant to a jobwalk with the Owner's Representative on 4/9/13 the addition of a western pedestrian walkway was determined necessary to comply with ADA accessibility requirements. The contractor shall provide labor and materials for installation of walkway.

Item #5) Pursuant to a jobwalk with the Owner's Representative on 4/12/13 it was deemed necessary for aesthetic reasons to clear and fine grade the area between the portables and fence of the junior varsity field. The contractor shall provide labor and materials for clearing, grubbing and fine grading of area. (Refer To Attachment "D")

Item #6) The Performing Arts Center water heater support is erroneously indicated at 6'-8" from finish floor to top of support. To comply with ADA requirements the clearance of the unit from finished floor to bottom of support must be raised to 6' - 8". As such, contractor shall provide materials and labor to elevate the support to the correct height. (Refer To Attachment "E")

Item	Description	Amount
00001		\$24,284.00

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: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00091
Date: 4/15/2013

Title: Chain Link Fence & Plinth

COST:

- ☒ Lump Sum **\$24,284.00** ☐ 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		4/18/13
Owner's Representative		4/17/13
Completing Surety		4/17/13
Architect of Record		04/17/13
Inspector of Record		04/17/13

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 91

Chain Link Fence & Plinth

DATA DATE: 4/15/13

Refer to Attachments "A", "B", "C", "D" & "E"

Add

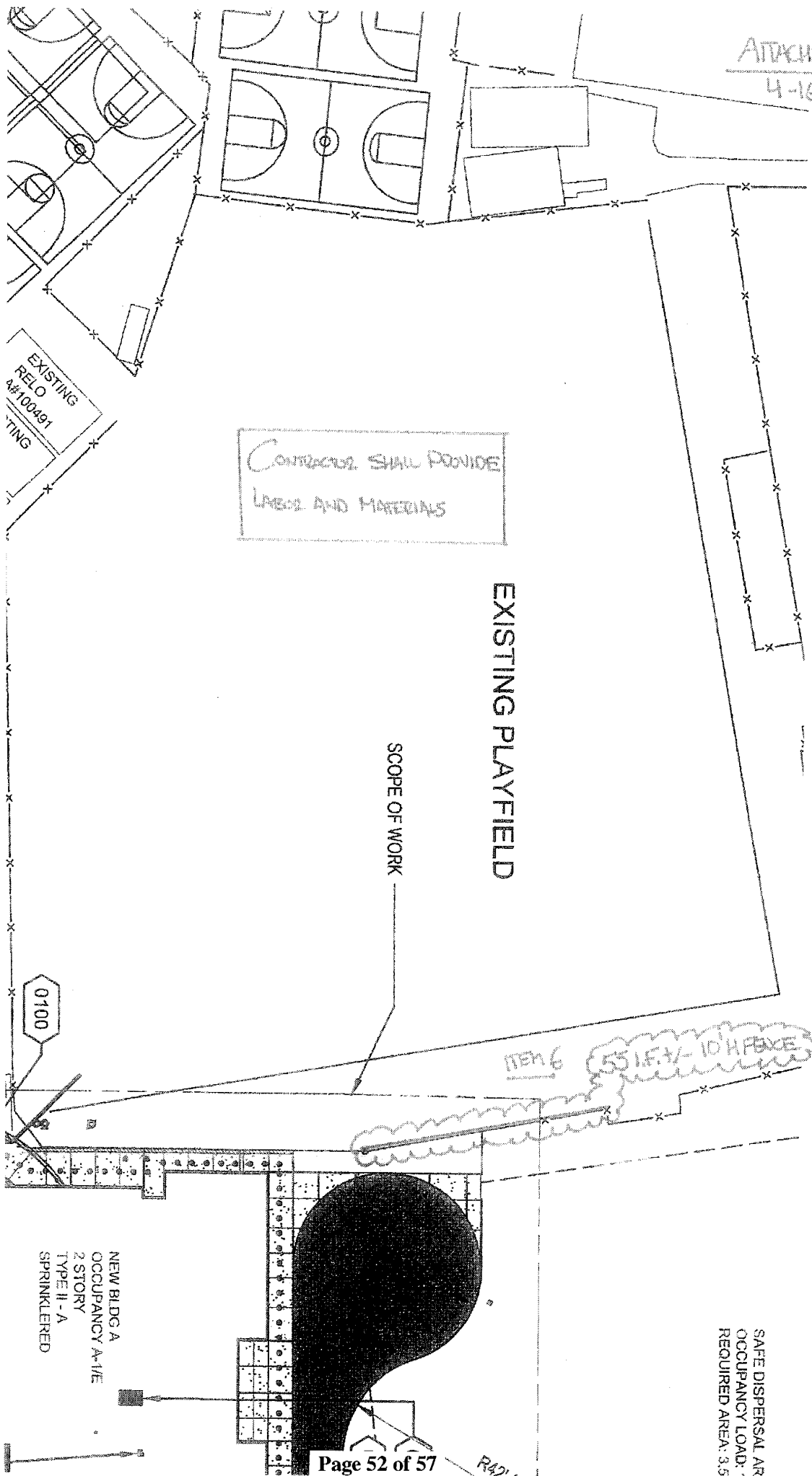
ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and material to install Chain-Link Fences and an Access Doors at various project locations. (Refer To Attachment "A") Item 1 - pair 8' x 8' gates = \$1000 Item 2 - 90 l.f. +/- 8'h fence x \$50/l.f. = \$4500 Item 3 - 3' x 8' gate = \$750 Item 4 - 2' x 8' fence = \$850 Item 5 - 7l.f. +/- 10'h fence x \$65/l.f. = \$455 Item 6 - 55 l.f. +/- 10'h fence x \$65/l.f. = \$3575 equipment = \$1360	\$ 1,360.00		\$ 11,130.00	\$ 12,490.00
2	Contractor shall provide labor and material for installation of a cementitious Plinth on the Performing Arts Center access door. (Refer To Attachment "B") 2 men x 8 hrs/day x 2 days x \$60/hr = \$1920 Material: \$353		\$ 353.00	\$ 1,920.00	\$ 2,273.00
3	Contractor shall provide labor and material for installation of Flashing and all necessary hardware at Performing Arts Center Stair No. 1. (Refer To Attachment "C") 1 man x 8hrs x \$60/hr = \$480 misc flashing, caulking & fastner = \$252		\$ 252.00	\$ 480.00	\$ 732.00
4	Contractor shall provide labor and material for installation of a western Pedestrian Walkway. labor and material = \$2850			\$ 2,850.00	\$ 2,850.00
5	Contractor shall provide labor and material for grubbing, clearing and fine grading in area between portables and junior varsity field fence. (Refer To Attachment "D") 2 men x 2 days x 8 hrs/day \$60/hr = \$1920 equipment = \$280	\$ 280.00		\$ 1,920.00	\$ 2,200.00
6	Contractor shall provide labor and material for modifications to water heater platform support. (Refer To Detail "E") labor = \$480			\$ 480.00	\$ 480.00

Subtotal Add	\$ 21,025.00
10% Fee	\$ 2,102.50
Subtotal:	\$ 23,127.50
5% GC/Ins. Fee	\$ 1,156.38
Net Add	\$ 24,283.88

FULL AND FINAL TOTAL* \$ 24,284

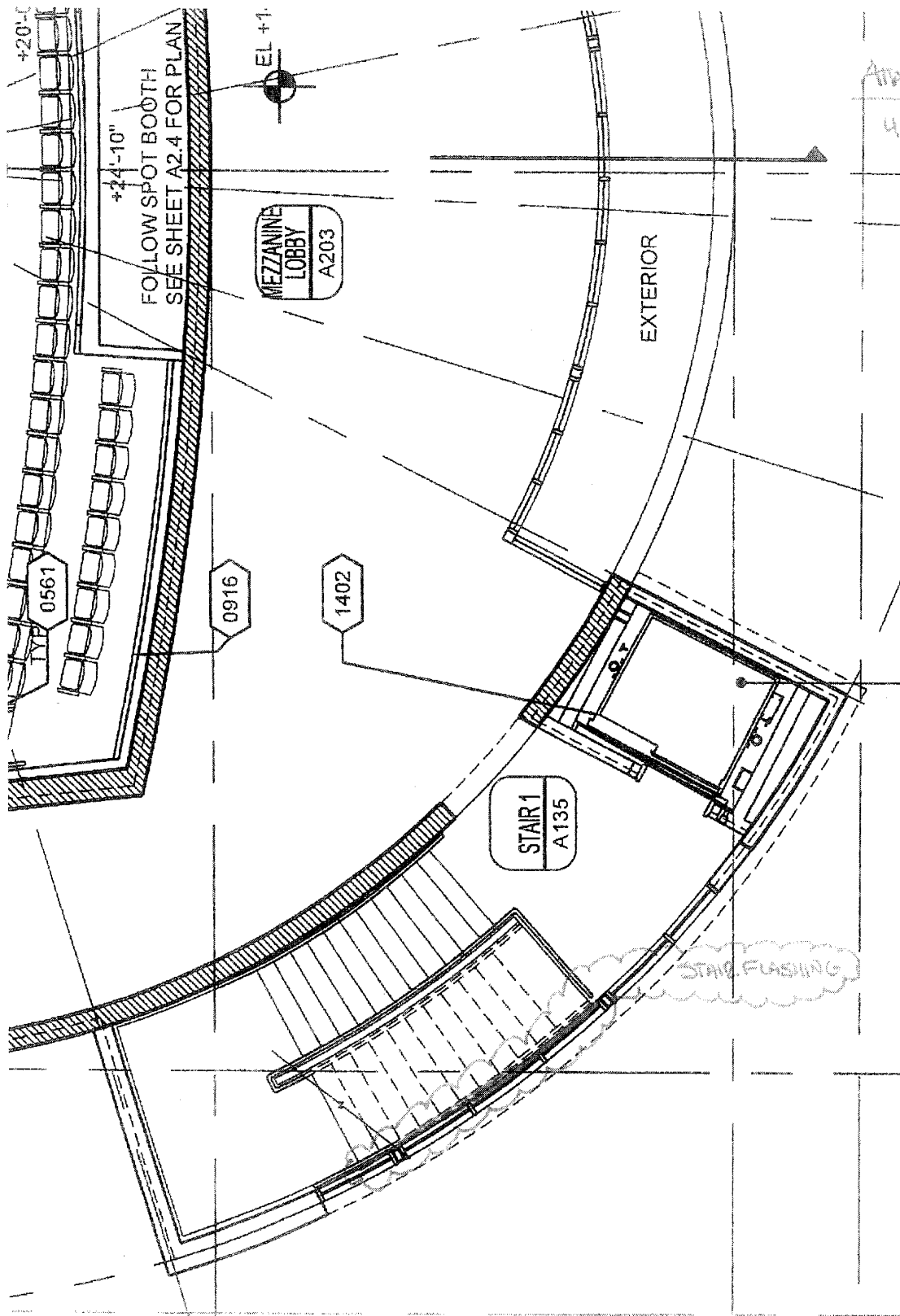
*Rounded to nearest dollar





5-8-13

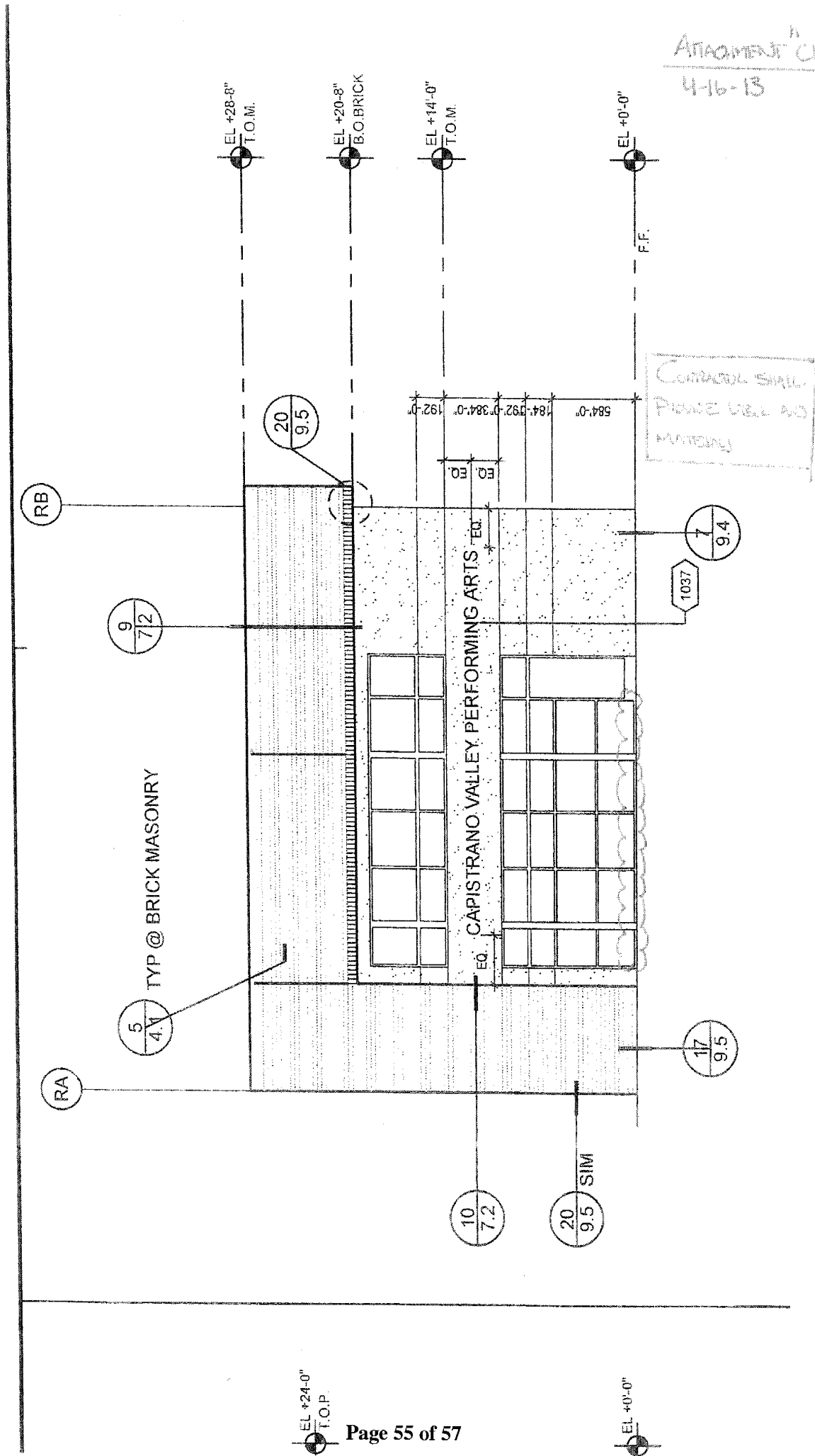
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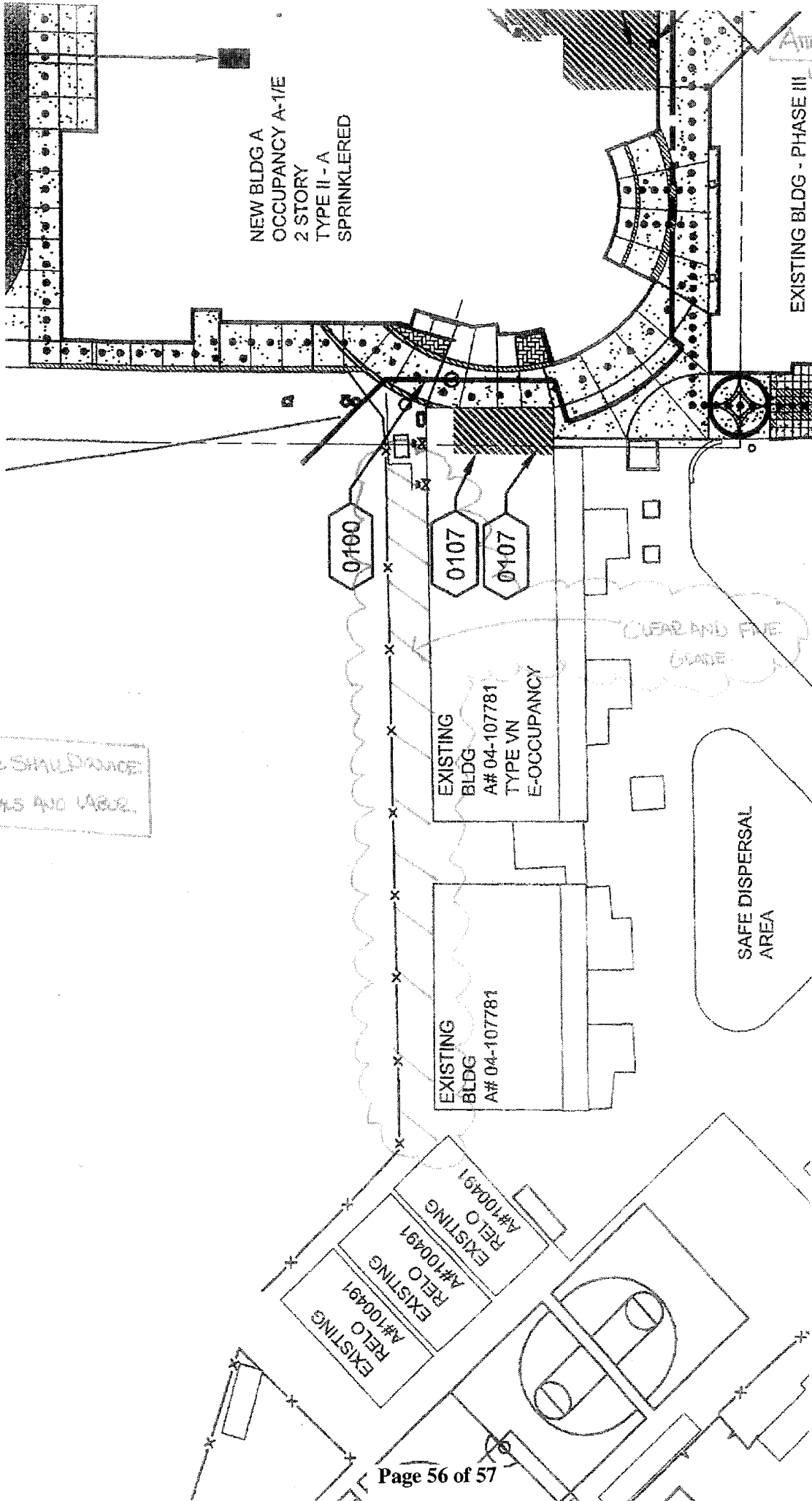
ATTACHMENT "C"
4-15-13

CONTRACTOR SHALL PROVIDE
ALL LABOR AND MATERIALS
TO INSTALL FLASHING

4-16-13



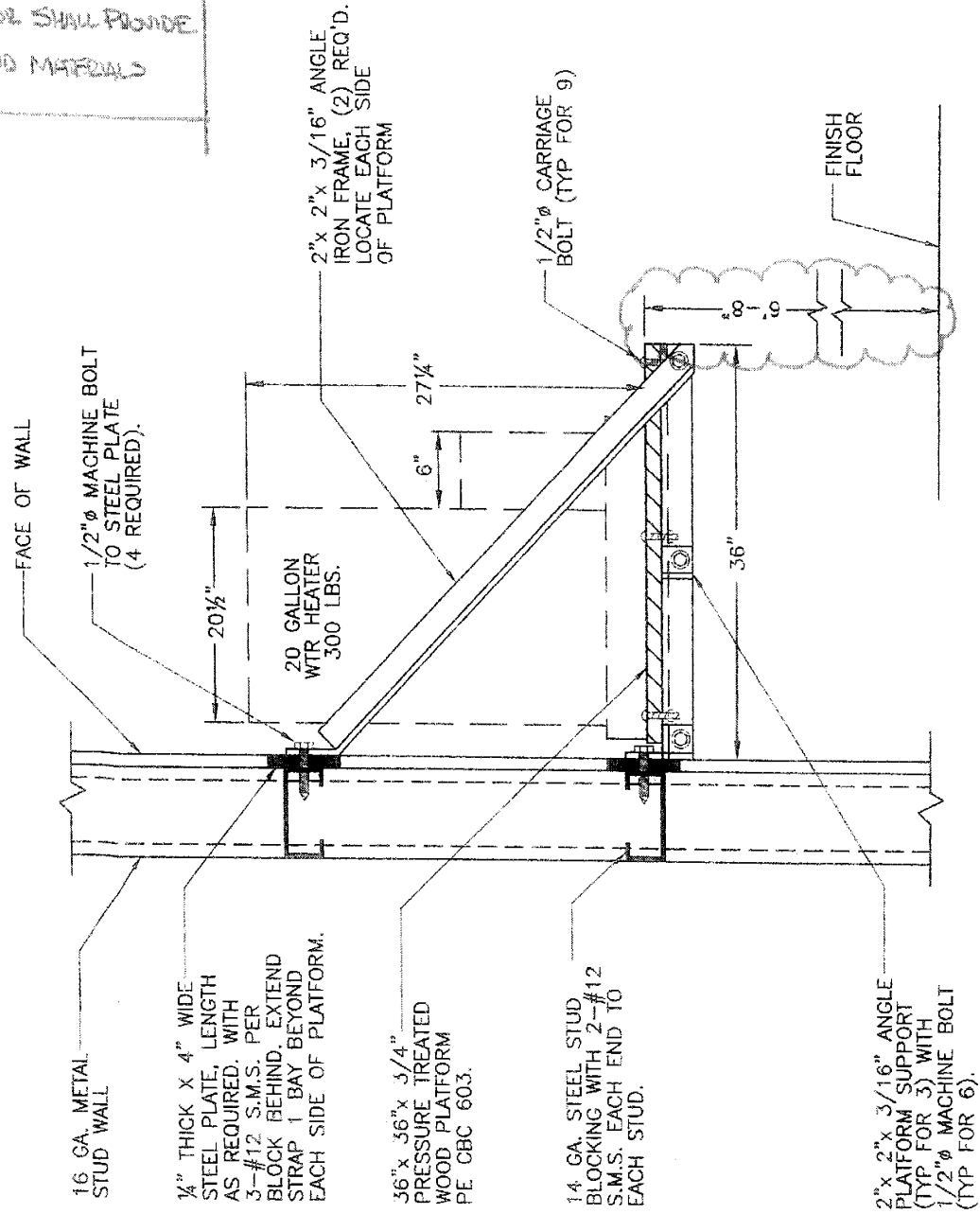
CONTRACTOR SHALL PROVIDE:
ALL MATERIALS AND LABOR.



ATTACHMENT "E"

4-15-13

CONTRACTOR SHALL PROVIDE
LABOR AND MATERIALS



2013-2016
INTRANET NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Intranet Network Support Services Agreement is hereby entered into this 14th day of January, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Intranet data connectivity services and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 INTRANET SERVICES. SUPERINTENDENT agrees to provide DISTRICT access to and application of Intranet services via the SUPERINTENDENT'S Intranet Network which is a telecommunications network utilized by the SUPERINTENDENT. Intranet services shall include access to the following:

1. BiTech Financial System (Separate contract required)
2. Payroll Services
3. Time and Attendance
4. Imaging

1 3.0 TERM. This AGREEMENT shall be in full force and effect for
2 the period commencing July 1, 2013, and ending on June 30, 2016,
3 subject to termination as set forth in this AGREEMENT.

4 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
5 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
6 not to exceed Two thousand two hundred fifty dollars (\$2,250.00).

7 The charges are based on the actual expenses incurred by
8 SUPERINTENDENT in supporting the connectivity between DISTRICT and
9 SUPERINTENDENT through the telephone companies, Internet service
10 providers, and vendors providing equipment, lines and services. The

11 amounts listed below are estimated charges to the SUPERINTENDENT for
12 the fiscal year 2013-2014, fiscal year 2014-2015 and fiscal year
13 2015-2016 and are based on the type, level, and number of services

14 provided to DISTRICT. DISTRICT shall be notified in writing of any
15 increase in charges incurred by SUPERINTENDENT in supporting the
16 network that result from rate changes from any one of the providers
17 referenced above which shall be payable by the DISTRICT. In
18 addition, SUPERINTENDENT shall provide DISTRICT written notice of
19 the annual fees due for the renewal period at least ninety (90) days
20 prior to the end of the then current term. DISTRICT agrees to pay
21 SUPERINTENDENT the actual charges within thirty (30) days upon
22 receipt of an itemized invoice in triplicate from SUPERINTENDENT.

23 Charges per year shall be as follows:

24 ////

25 ////

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
<u>ANNUAL FEES</u>		
1.	\$ 0.00	Webfiltering licenses.
2.	\$ 750.00	Annual data circuit network management.
3.	\$ 0.00	Annual maintenance of Cisco router and TSU/DSU (dedicated high speed modem). Includes replacement.
4.	\$	Annual data circuit charges for lines between DISTRICT and SUPERINTENDENT. Cost is based on type, capacity, and tariff rates charged by the telephone company.
5.	\$ 0.00	Email archiving/storage per terabyte.
6.	\$ 0.00	Email archiving/administration per terabyte.

TOTAL FEES: \$750.00 PER YEAR

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on the Intranet connectivity (i.e. TSU/DSU, router, and data circuit) between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 TRAINING. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make

1 optimum use of the network services Monday through Friday from 8:00
2 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

3 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
4 shall be an independent contractor and shall be wholly responsible
5 for the manner in which the services required by the terms of this
6 AGREEMENT are performed. Nothing herein contained shall be
7 construed as creating the relationship of employer and employee, or
8 principal and agent, between SUPERINTENDENT and DISTRICT.
9 SUPERINTENDENT assumes the responsibility for the acts of its
10 employees or agents as they relate to the services to be provided.
11 SUPERINTENDENT, its officers, agents, and employees, shall not be
12 entitled to any rights, and/or privileges of DISTRICT'S employees
13 and shall not be considered in any manner to be DISTRICT'S
14 employees.

15 8.0 HOLD HARMLESS.

16 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
17 hold harmless DISTRICT, its Governing Board, officers, agents, and
18 employees from every claim or demand and every liability loss,
19 damage, or expense of any nature whatsoever which may be incurred by
20 reason of any negligent acts or omissions of employees, agents or
21 officers of SUPERINTENDENT or the Orange County Board of Education
22 during the period of this AGREEMENT.

23 B. DISTRICT hereby agrees to indemnify, defend, and hold
24 harmless SUPERINTENDENT, the Orange County Board of Education, and
25 its officers, agents, and employees from every claim or demand and
every liability, loss, damage, or expense of any nature whatsoever

1 which may be incurred by reason of any negligent acts or omissions
2 of employees, agents or officers of DISTRICT during the period of
3 this AGREEMENT.

4 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
5 they will not engage in unlawful discrimination of persons because
6 of race, color, religious creed, national origin, ancestry, physical
7 handicap, medical condition, marital status, or sex of such persons.

8 10.0 APPLICABLE LAW. The services completed herein must meet the
9 approval of the DISTRICT'S general right of inspection to secure the
10 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
11 to comply with all federal, state and local laws, rules, regulations
12 and ordinances that are now or may in the future become applicable
13 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
14 engaged in operations covered by this AGREEMENT or occurring out of
15 the performance of such operations.

16 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
17 AGREEMENT or the performance of any of the services set forth in
18 this AGREEMENT without prior written approval of the non-assigning
19 party.

20 12.0 TERMINATION. This AGREEMENT may be terminated by
21 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
22 sixty (60) days prior written notice to the other party.

23 13.0 TOBACCO USE POLICY. In the interest of public health, the
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT. Failure to abide with conditions of this policy
2 could result in the termination of this AGREEMENT.

3 14.0 NOTICES. All notices or demands to be given under this
4 AGREEMENT by either party to the other shall be in writing and given
5 either by: i) Personal service, or ii) U.S. Mail, mailed either by
6 registered or certified mail, return receipt requested, with postage
7 prepaid. Service shall be considered given when received if
8 personally served or, if mailed, on the third (3rd) day after
9 deposit in any U.S. Post Office. The address to which notices or
10 demands may be given by either party may be changed by written
11 notice given in accordance with the notice provisions of this
12 section. As of the date of this AGREEMENT the addresses of the
13 parties are as follows:

14 DISTRICT: Capistrano Unified School District
15 33122 Valle Road
16 San Juan Capistrano, California 92675
17 Attn: _____

18 SUPERINTENDENT: Orange County Superintendent of Schools
19 200 Kalmus Drive
20 Costa Mesa, California 92626
21 Attn: Patricia McCaughey

22 15.0 SEVERABILITY. If any term, condition or provision of this
23 AGREEMENT is held by a court of competent jurisdiction to be
24 invalid, void, or unenforceable, the remaining provisions will
25 nevertheless continue in full force and effect and shall not be
affected, impaired or invalidated in any way.

1 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
2 shall be governed by the laws of the State of California, with venue
3 in Orange County, California.

4 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire AGREEMENT between
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement
7 made shall be ineffective to modify this AGREEMENT in whole or in
8 part unless such agreement is embodied in an Amendment to this
9 AGREEMENT which has been signed by both Parties. This AGREEMENT
10 supersedes all prior negotiations, understandings, representations
11 and agreements.

12 IN WITNESS WHEREOF, the Parties hereto have caused this
13 AGREEMENT to be executed.

14 DISTRICT: CAPISTRANO UNIFIED
15 SCHOOL DISTRICT

16 BY: _____
Authorized Signature

17 PRINT NAME: _____

18 TITLE: _____

19 DATE: _____

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

20 BY: Patricia McCaughey
Authorized Signature

21 PRINT NAME: Patricia McCaughey

22 TITLE: Coordinator

23 DATE: April 19, 2013

24 CUSD-Intranet(39032) FY 2013-2016
25 ZIP4

Capistrano Unified School District
 Bid No. 1314-03
 Asphalt Paving, Sealcoating and Repair
 Bid Opening
 Wednesday, April 24, 2013, 10:00 a.m.

Bid Summary

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage.

Bid Item #	Description	Unit of Measure	<i>Ben's Asphalt, Inc.</i>		Century Paving, Inc.		Hardy & Harper, Inc.	
			<i>Bid Price</i>	<i>Extended Price</i>	Bid Price	Extended Price	Bid Price	Extended Price
	Job Scenario #1 – Playground and Front & Back Lots							
	50% weighted							
	Playground							
75	Seal Coat – one coat application	51,300 sq.ft	.07	3,591.00	.08	4,104.00	.09	4,617.00
63	Striping and Stencil, 3" wide solid lines	9,235 lin.ft.	.30	2,770.50	.40	3,694.00	.40	3,694.00
	Front Lot							
75	Seal Coat – one coat application	42,950 sq.ft	.07	3,006.50	.08	3,436.00	.09	3,865.50
63	Striping and Stencil, 3" wide solid lines	5,910 lin.ft.	.30	1,773.00	.40	2,364.00	.40	2,364.00
65	Striping, misc. legends	940 lin.ft.	.50	470.00	.75	705.00	.45	423.00
	Back Lot							
75	Seal Coat – one coat application	25,000 sq.ft	.07	1,750.00	.08	2,000.00	.09	2,250.00
	Total Extended Price			13,361.00		16,303.00		17,213.50
	50% Weighted Calculation of Extended Price			\$ 6,680.50		\$ 8,151.50		\$ 8,606.75

Capistrano Unified School District

Bid No. 1314-03

Asphalt Paving, Sealcoating and Repair

Bid Opening

Wednesday, April 24, 2013, 10:00 a.m.

Bid Summary

Bid Item #	Description	Unit of Measure	<i>Ben's Asphalt, Inc.</i>		Century Paving, Inc.		Hardy & Harper, Inc.	
			<i>Bid Price</i>	<i>Extended Price</i>	Bid Price	Extended Price	Bid Price	Extended Price
	Job Scenario #2 – Lunch Area 15% weighted							
81	Grind asphalt at concrete edges to match elevations	1,100 lin.ft.	2.00	2,200.00	1.25	1,375.00	2.40	2,640.00
79	Crack repair – grind and fill	1,100 lin.ft.	1.00	1,100.00	.85	935.00	1.80	1,980.00
54	Slurry – one coat	5,000 sq.ft.	.20	1,000.00	1.50	7,500.00	.70	3,500.00
	Total Extended Price			4,300.00		9,810.00		8,120.00
	15% Weighted Calculation of Extended Price			\$ 645.00		\$ 1,471.50		\$ 1,218.00

Bid Item #	Description	Unit of Measure	<i>Ben's Asphalt, Inc.</i>		Century Paving, Inc.		Hardy & Harper, Inc.	
			<i>Bid Price</i>	<i>Extended Price</i>	Bid Price	Extended Price	Bid Price	Extended Price
	Job Scenario #3 – Dirt Area Between Walk Ways and Portable Classrooms 15% weighted							
44	Rough grade dirt area, including removal and place average 3" AC paving	2,960 sq.ft.	4.00	11,840.00	3.50	10,360.00	4.20	12,432.00
7	4" Remove and Replace	400 sq.ft.	5.25	2,100.00	5.70	2,280.00	6.00	2,400.00
	Total Extended Price			13,940.00		12,640.00		14,832.00
	15% Weighted Calculation of Extended Price			\$ 2,091.00		\$ 1,896.00		\$ 2,224.80

Capistrano Unified School District

Bid No. 1314-03

Asphalt Paving, Sealcoating and Repair

Bid Opening

Wednesday, April 24, 2013, 10:00 a.m.

Bid Summary

Bid Item #	Description	Unit of Measure	Ben's Asphalt, Inc.		Century Paving, Inc.		Hardy & Harper, Inc.	
			Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price
	Job Scenario #4 - Basketball/ Play Area 10% weighted							
18	4" Remove and 6" Replace	1,000 sq.ft.	5.00	5,000.00	7.75	7,750.00	6.00	6,000.00
53	Slurry	1,000 sq.ft.	.50	500.00	5.00	5,000.00	2.50	2,500.00
70	Striping and Stencil, Basketball Court	1 each	250.00	250.00	220.00	220.00	235.00	235.00
	Total Extended Price			5,750.00		12,970.00		8,735.00
	10% Weighted Calculation of Extended Price			\$ 575.00		\$ 1,297.00		\$ 873.50

Bid Item #	Description	Unit of Measure	Ben's Asphalt, Inc.		Century Paving, Inc.		Hardy & Harper, Inc.	
			Bid Price	Extended Price	Bid Price	Extended Price	Bid Price	Extended Price
	Job Scenario #5 - Access Road/ Overflow Parking Areas 10% weighted							
61	Double Slurry	25,000 sq.ft.	.15	3750.00	1.40	35,000.00	.60	15,000.00
	Total Extended Price			3,750.00		35,000.00		15,000.00
	10% Weighted Calculation of Extended Price			\$ 375.00		\$ 3,500.00		\$ 1,500.00

			Ben's Asphalt, Inc.		Century Paving, Inc.		Hardy & Harper, Inc.	
			Bid Price		Extended Price		Extended Price	
Grand Total of Weighted Calculations			\$ 10,366.50		\$ 16,316.00		\$ 14,423.05	

VI. BID FORM

Name of Bidder: BEN'S ASPHALT, INC.
To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 1011-01
Asphalt Paving, Sealcoating and Repair**

All in strict conformity with the Project documents, including Addenda Nos. 1, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	3" R and R		
1	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
2	100 SF to 500 SF	Square Foot	\$ 4 ⁰⁰
3	501 SF to 1000 SF	Square Foot	\$ 2 ⁵⁰
4	1001 SF to 3000 SF	Square Foot	\$ 2 ²⁵
5	3001 SF to 6000 SF	Square Foot	\$ 2 ⁰⁰
	4" R and R		
6	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
7	100 SF to 500 SF	Square Foot	\$ 5 ²⁵
8	501 SF to 1000 SF	Square Foot	\$ 4 ⁰⁰
9	1001 SF to 3000 SF	Square Foot	\$ 3 ⁰⁰
10	3001 SF to 6000 SF	Square Foot	\$ 3 ⁰⁰
	6" R and R		
11	Minimum charge	Minimum charge	\$ 1,750 ⁰⁰
12	100 SF to 500 SF	Square Foot	\$ 8 ⁰⁰
13	501 SF to 1000 SF	Square Foot	\$ 5 ⁰⁰
14	1001 SF to 3000 SF	Square Foot	\$ 5 ⁰⁰
15	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰
	4" REMOVE and 6" REPLACE		
16	Minimum charge	Minimum charge	\$ 1,500 ⁰⁰
17	100 SF to 500SF	Square Foot	\$ 7 ⁵⁰
18	501 SF to 1000 SF	Square Foot	\$ 5 ⁰⁰
19	1001 SF to 3000 SF	Square	\$ 4 ⁷⁵
20	3001 SF to 6000 SF	Square Foot	\$ 4 ⁵⁰

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SKIN PATCH – various locations – average ½” – 1” thick		
21	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
22	100 SF to 500 SF	Square Foot	\$ 3 ⁰⁰
23	501 SF to 1000 SF	Square Foot	\$ 2 ⁰⁰
24	1001 SF to 3000 SF	Square Foot	\$.90
25	3001 SF to 6000 SF	Square Foot	\$.55
	OVERLAY – one location, “Petromat” fabric with 1½” overlay		
26	Minimum charge	Minimum Charge	\$ 2,500 ⁰⁰
27	500 SF to 1000 SF	Square Foot	\$ 3 ⁰⁰
28	1001 SF to 5000 SF	Square Foot	\$ 1 ³⁵
29	5001 SF to 10,000 SF	Square Foot	\$ 1 ²⁵
30	10,001 SF to 20,000 SF	Square Foot	\$ 1 ⁰⁰
31	20,001 SF to 40,000 SF	Square Foot	\$.95
	OTHER		
32	Place 1” additional thickness asphalt	Square Foot to each unit	\$.50
33	Place 1” additional thickness asphalt – including removal	Square Foot to each unit	\$ 1 ⁰⁰
	SPEED BUMPS – Average 35’ long		
34	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
35	Bumps	Each	\$ 250 ⁰⁰
36	6” AC BERM		
37	Minimum charge	Minimum Charge	\$ 1,500 ⁰⁰
38	100 LF to 500 LF	Lineal Foot	\$ 3 ⁰⁰
39	501 LF to 1000 LF	Lineal Foot	\$ 2 ⁵⁰
40	1001 LF to 3000 LF	Lineal Foot	\$ 2 ⁰⁰
	ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3” AC PAVING		
41	Minimum charge	Minimum Charge	\$ 1,750 ⁰⁰
42	100 SF to 500 SF	Square Foot	\$ 5 ⁰⁰
43	501 SF to 1000 SF	Square Foot	\$ 4 ²⁵
44	1001 SF to 3000 SF	Square Foot	\$ 4 ⁰⁰
45	3001 SF to 6000 SF	Square Foot	\$ 3 ⁰⁰

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
46	6001 SF to 10,000 SF	Square Foot	\$ <u>2²⁵</u>
47	10,001 SF to 15,000 SF	Square Foot	\$ <u>1³⁵</u>
48	Place 1" thick AGG base, including removal	Square Foot to each unit	\$ <u>.50</u>
	RAMP TRANSITION		
49	Minimum move-in per site	Site	\$ <u>1,500⁰⁰</u>
50	Minimum move-in per ramp	Ramp	\$ <u>150⁰⁰</u>
	REDWOOD HEADERS		
51	2" x 4"	Lineal Foot	\$ <u>2⁵⁰</u>
52	2" x 6"	Lineal Foot	\$ <u>3⁵⁰</u>
	SLURRY		
53	1 SF to 2000 SF	Square Foot	\$ <u>.50</u>
54	2001 SF to 10,000 SF	Square Foot	\$ <u>.20</u>
55	10,001 SF to 20,000 SF	Square Foot	\$ <u>.10</u>
56	20,001 SF to 40,000 SF	Square Foot	\$ <u>.10</u>
57	40,001 SF and over	Square Foot	\$ <u>.10</u>
	DOUBLE SLURRY - slurry, flash dry, slurry		
58	1 SF to 2000 SF	Square Foot	\$ <u>.75</u>
59	2001 SF to 10,000 SF	Square Foot	\$ <u>.30</u>
60	10,001 SF to 20,000 SF	Square Foot	\$ <u>.15</u>
61	20,001 SF to 40,000 SF	Square Foot	\$ <u>.15</u>
62	40,001 SF and over	Square Foot	\$ <u>.15</u>
	STRIPING AND STENCIL		
63	3" Wide Solid Lines	Lineal Foot	\$ <u>.30</u>
64	4" Wide Solid Lines	Lineal Foot	\$ <u>.35</u>
65	Miscellaneous legends	Lineal Foot	\$ <u>.50</u>
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ <u>1⁰⁰</u>
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ <u>2⁰⁰</u>
68	4 Square	Each	\$ <u>50⁰⁰</u>
69	Hop Scotch	Each	\$ <u>75⁰⁰</u>
70	Basketball Court	Each	\$ <u>250⁰⁰</u>
71	Stop Bar/Limit Line	Each	\$ <u>40⁰⁰</u>
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$ <u>.75</u>

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	SEALCOAT - unit prices indicate one coat application		
73	1 SF to 2000 SF	Square Foot	\$.50
74	2001 SF to 10,000 SF	Square Foot	\$.20
75	10,001 SF and over	Square Foot	\$.07
76	CONCRETE CURB	Lineal Foot	\$ 10 ⁰⁰
77	GUTTER	Square Foot	\$ 7 ⁵⁰
78	ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick	Each	\$ 250 ⁰⁰
79	CRACK REPAIR - grind and fill	Lineal Foot	\$ 1 ⁰⁰
80	CONCRETE FLOW LINE - 3' x 6"	Lineal Foot	\$ 30 ⁰⁰
81	GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	Lineal Foot	\$ 2 ⁰⁰
82	CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	Each	\$ 200 ⁰⁰
83	WHEEL STOPS/PARKING BLOCK	Each	\$ 25 ⁰⁰
84	FLATWORK - 4" concrete	Square Foot	\$ 3 ⁵⁰
	SCHEDULE 40 PVC DRAIN PIPE		
85	In dirt	Lineal Foot	\$.60
86	In asphalt	Lineal Foot	\$.60
87	In concrete	Lineal Foot	\$.60
	PARKING LOT SWEEPING		
88	Minimum Charge	Note Square Footage for minimum charge 10,000 or less	\$ 500 ⁰⁰

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	OPERATED EQUIPMENT		
89	Backhoe	Hour	\$ 115 ⁰⁰
90	Dump truck	Hour	\$ 80 ⁰⁰
91	Roller	Hour	\$ 95 ⁰⁰
92	Skip loader	Hour	\$ 95 ⁰⁰
93	Bobcat	Hour	\$ 115 ⁰⁰
94	Water truck	Hour	\$ 75 ⁰⁰
95	Blade	Hour	\$ 105 ⁰⁰
96	950 loader	Hour	\$ 140 ⁰⁰
97	LABOR – not covered in unit prices	Hour	70 ⁰⁰
98	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500 ⁰⁰

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as

required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

<u>WILLIAM</u>	<u>SKEFFENSTON</u>	<u>PRESIDENT</u>
<u>JOHN</u>	<u>SKEFFINGTON</u>	<u>CFO</u>

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4452).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 1668417, Class AC12 at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

COMPANY NAME BEN'S ASPHALT, INC.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: BEN'S ASPHALT, INC.
(a CA Corporation¹)
Business Address: 2200 SOUTH YALE ST.
SANTA ANA, CA 92704
Telephone: (714) 540-1700
Signed by: Bm, President, Date: 4/23/13
Print Name: WILLIAM SKEFFINGTON, President
Signed by: [Signature], Secretary, Date: 4/23/13
Print Name: JAMES SKEFFINGTON, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

XIV. AGREEMENT

THIS AGREEMENT, dated _____, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-03, ASPHALT PAVING, SEALCOATING AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Designation of Subcontractors
4. _____ Information Required of Bidder
5. _____ Contractor's Certificate Regarding Workers' Compensation
6. _____ Certification – Participation of Disabled Veteran Business Enterprise
7. _____ Noncollusion Declaration
8. _____ Faithful Performance Bond
9. _____ Payment Bond
10. _____ Agreement
11. _____ Drug-Free Workplace Certification
12. _____ Certification by Contractor Criminal Records Check
13. _____ Contractor's Certificate Non-Asbestos Containing Materials
14. _____ Tobacco Use Policy
15. _____ Conflict of Interest
16. _____ Compliance With Safety Regulations

17. _____ Certificate Of Liability Insurance
18. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2013, through June 30, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

DISTRICT

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: _____
Signature

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

EXTENSION OF AGREEMENT NO. 1213100

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ANNELIESE'S SCHOOLS, INCORPORATED

The School Bus Service Agreement No. 1213100 called for an original contract period of August 1, 2012 through July 31, 2013.

The agreement with Anneliese's Schools, Incorporated shall be extended an additional 12 months, for the period August 1, 2013 through July 31, 2014, at the prices shown in the Agreement.

Except as set forth in this Extension Agreement, and Board approved on July 25, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Anneliese's Schools, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

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 *Inc.* 758 Manzanita Drive, Laguna Beach, CA 92651 *A. Sch* (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:

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. ^{post cost} There shall be no costs or expenses *A. Sde* 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 sole negligence or willful misconduct of the DISTRICT or its officers or employees.

A. Sch.

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 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 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: Terry Fluent

Print Name: Terry Fluent

TITLE: Director

DATE: 10/28/12

ANNELIESE'S SCHOOLS

BY: Anneliese Schimmelpfennig

PRINT NAME: Anneliese Schimmelpfennig

TITLE: Owner

DATE: 10-19-2012

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000.

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

DISTRICT

CONTRACTOR

Capistrano Unified School District

CR&R Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

Bid No. 1112-06

**Service to Collect, Recycle, and Dispose of Solid Waste Districtwide
CR&R Incorporated**

Bid Price Sheet

July 1, 2013 – June 30, 2014

3-cubic-yard “permanent” METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 84.72	\$ 85.77	\$ 86.84	\$ 87.89	\$ 88.95
2 bins	\$ 169.44	\$ 171.54	\$ 173.68	\$ 175.78	\$ 177.90
3 bins	\$ 254.16	\$ 257.31	\$ 260.52	\$ 263.67	\$ 266.85
4 bins	\$ 338.88	\$ 343.08	\$ 347.36	\$ 351.56	\$ 355.80
5 bins	\$ 423.60	\$ 428.85	\$ 434.20	\$ 439.45	\$ 444.75
6 bins	\$ 508.32	\$ 514.62	\$ 521.04	\$ 527.34	\$ 533.70
7 bins	\$ 593.04	\$ 600.39	\$ 607.88	\$ 615.23	\$ 622.65
8 bins	\$ 667.76	\$ 686.16	\$ 694.72	\$ 703.12	\$ 711.60

Cost of extra pick-up/on call pick up: \$ 19.04

21’longx8’widex8’high “Recycle Bin”

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 47.07	\$ 48.13	\$ 49.18	\$ 50.24	\$ 51.29
2 bins	\$ 94.14	\$ 96.26	\$ 98.36	\$ 100.48	\$ 102.58
3 bins	\$ 141.21	\$ 144.39	\$ 147.54	\$ 150.72	\$ 153.87

Cost of extra pick-up/on call pick up: \$ 19.04

Temporary Bins	Cost	Disposal Cost Per Ton
40-yard roll-off bin	\$ 94.13	\$ 58.00
Low-boy construction bin	\$ 94.13	\$ 58.00
10-foot storage container	\$ 3.17	\$
20-foot storage container	\$ 3.17	\$
21-foot storage container	\$ 3.17	\$
26-foot storage container	\$ 3.17	\$
40-foot storage container	\$ 3.17	\$



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 2, 2013

George Lazaruk
Vice-President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

**Subject: Extension of Bid No. 1112-06 – Service to Collect, Recycle,
and Dispose of Solid Waste Districtwide**

Dear Mr. Lazaruk:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

BID NO. 1112-06

SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE
CR&R INCORPORATED

BID PRICE SHEET

JULY 1, 2013 TO JUNE 30, 2014

3-cubic yard "permanent" Metal Refuse Bins

	1 per week		2 per week		3 per week		4 per week		5 per week	
	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing
1 Bin	\$ 82.93		\$ 83.96		\$ 85.00		\$ 86.03		\$ 87.07	
2 Bins	\$165.86		\$ 167.93		\$ 170.00		\$ 172.07		\$ 174.14	
3 Bins	\$ 248.78		\$ 251.89		\$ 254.99		\$ 258.10		\$ 261.21	
4 Bins	\$ 331.71		\$ 335.85		\$ 339.99		\$ 344.13		\$ 348.27	
5 Bins	\$ 414.64		\$ 419.81		\$ 424.99		\$ 430.17		\$ 435.34	
6 Bins	\$ 497.57		\$ 503.78		\$ 509.99		\$ 516.20		\$ 522.41	
7 Bins	\$ 580.49		\$ 587.74		\$ 594.99		\$ 602.23		\$ 609.48	
8 Bins	\$ 663.42		\$ 671.70		\$ 679.99		\$ 688.27		\$ 696.55	

Current Pricing	Proposed Pricing
\$ 18.64	

Cost of extra pick-up/on call pick up:

21' long x 8' wide x 8' tall "Recycle Bin"

	1 per week		2 per week		3 per week		4 per week		5 per week	
	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing	Current Pricing	Proposed Pricing
1 Bin	\$ 46.07		\$ 47.11		\$ 48.14		\$ 49.18		\$ 50.21	
2 Bins	\$ 92.14		\$ 94.21		\$ 96.28		\$ 98.35		\$ 100.42	
3 Bins	\$ 138.21		\$ 141.32		\$ 144.42		\$ 147.53		\$ 150.64	

Cost extra pick-up/on call pick up:

Current Pricing	Proposed Pricing

Capistrano Unified School District

BID NO. 1112-06

SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE
CR&R INCORPORATED

BID PRICE SHEET

JULY 1, 2013 TO JUNE 30, 2014

Temporary Bins	Current Pricing		Proposed Pricing	
	Cost	Disposal Cost	Cost	Disposal Cost
40 yard roll off	\$ 92.14	\$ 44.00 per ton		
Lowboy construction	\$ 92.14	\$ 44.00 per ton		
10' storage container	\$ 3.10 per day			
20' storage container	\$ 3.10 per day			
21' storage container	\$ 3.10 per day			
26' storage container	\$ 3.10 per day			
40' storage container	\$ 3.10 per day			

April 5, 2013

Ms. Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Bid No.1112-06 Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Ms. Byers:

C R & R Incorporated is in receipt of your letter addressed to Mr. George Lazaruk regarding your interests in the third year of our five year service proposal for Solid Waste Services Districtwide. We fully understand the School's situation with budgets and cuts from the State and have continued to support your needs in many ways.

As you know, in past contracts with CUSD, we implemented annual reductions in rates. With the Board's decision to Bid this contract last year, CR&R substantially reduced our rates to the tune of approximately \$11,000 of monthly savings to the School District. We have no room to further reduce our charges to the CUSD Board unless the individual sites want to reduce service or collection schedules.

As stated in your Request for Proposals, an annual rate adjustment is allowed in Option Years beyond year one. Our entire industry has had increases in labor from the new Labor contract signed by all haulers last fall, fuel has gone up substantially since our bid was submitted, and disposal has gone up 2.16% with Orange County as of July 1, 2013 (see attached notes from OC Waste and Recycling). As such, we cannot lower our rates per your request, but must request your approval of the same CPI increase (2.16%) as was implemented by OC Waste and Recycling throughout the OC Landfill system. With your approval, we will prepare a new rate sheet for your review.

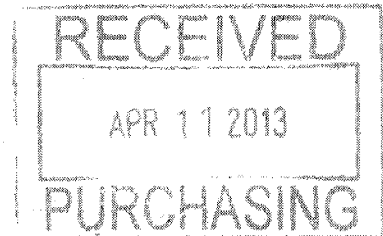
As always, it's a pleasure being of service to the Capistrano Unified School District, and being involved with quality people at CUSD.

Respectfully submitted,



Dean A. Ruffridge,
Senior Vice President

CC George Lazaruk
David Ronnenberg



CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax

March 18, 2013

CR&R Incorporated
Mr. Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680

Subject: Waste Disposal Agreement Contract Rate

Dear Mr. Ruffridge:

In accordance with the Waste Disposal Agreement between CR&R Incorporated and the County of Orange (County), the County is obligated to provide CR&R Incorporated with notice of the adjustment to the contract rate on an annual basis effective July 1st of each year. This letter serves as your official notice that the adjusted contract rate is effective July 1, 2013 and will be \$32.05. The escalation calculation of the adjustment is included as an attachment to this letter as set forth in Section 4.2(F) of the Waste Disposal Agreement.

If you have any questions, please call me at (714) 834-4107 or e-mail me at John.Arnau@ocwr.ocgov.com.

Sincerely,



John Arnau
Contract Administration Manager

Attachment

cc: Dylan Wright, OC Waste & Recycling
Rochelle Carpenter, OC Waste & Recycling
Alan Yuki, OC Waste & Recycling
Mike Montijo, OC Waste & Recycling

OC Waste & Recycling Accounting

Escalation Calculation

Effective July 1, 2013

Step 1:

$$\left[\frac{\text{October 2012 CPI}}{\text{October 2011 CPI}} \right] - 1 = \% \text{ Increase in Contract Rate}$$

$$\left[\frac{231.317}{226.421} \right] - 1 = 2.16\%$$

Step 2:

$$\text{Current Contract Rate} \times (1 + \% \text{ Increase in Contract Rate}) = \text{Contract Rate as of July 1, 2013}$$

$$\$31.37 \times (1 + 2.16\%) = \underline{\underline{\$32.05}}$$

Note:

Complete instructions on calculating this annual adjustment are available in Section 4.2 (F) of the Waste Disposal Agreement effective July 1, 2010.

Price Change

2.16%

REFUSE	1 X WK		2 X WK		3 X WK		4 X WK		5 X WK	
	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED	CURRENT	PROPOSED
1 BIN	82.93	84.72	83.96	85.77	85.00	86.84	86.03	87.89	87.07	88.95
2 BINS	165.86	169.44	167.93	171.54	170.00	173.68	172.07	175.78	174.14	177.90
3 BINS	248.78	254.16	251.89	257.31	254.99	260.52	258.10	263.67	261.21	266.85
4 BINS	331.71	338.88	335.85	343.08	339.99	347.36	344.13	351.56	348.27	355.80
5 BINS	414.64	423.60	419.81	428.85	424.99	434.20	430.17	439.45	435.34	444.75
6 BINS	497.57	508.32	503.78	514.62	509.99	521.04	516.20	527.34	522.41	533.70
7 BINS	580.49	593.04	587.74	600.39	594.99	607.88	602.23	615.23	609.48	622.65
8 BINS	663.42	677.76	671.70	686.16	679.99	694.72	688.27	703.12	696.55	711.60
ADDTL PU	18.64	19.04								
RECYCLE										
1 BIN	46.07	47.07	47.11	48.13	48.14	49.18	49.18	50.24	50.21	51.29
2 BINS	92.14	94.14	94.21	96.26	96.28	98.36	98.35	100.48	100.42	102.58
3 BINS	138.21	141.21	141.32	144.39	144.42	147.54	147.53	150.72	150.64	153.87
ADDTL PU	18.64	19.04								
TEMPORARY BINS										
40 YARD ROLL OFF	92.14	94.13	44.00	58.00						
LOWBOY CONSTRUCTION	92.14	94.13	44.00	58.00						
10 STORAGE CONTAINER	3.10	3.17								
20 STORAGE CONTAINER	3.10	3.17								
21 STORAGE CONTAINER	3.10	3.17								
26 STORAGE CONTAINER	3.10	3.17								
40 STORAGE CONTAINER	3.10	3.17								

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE**

Bid No. 1112-06

SERVICE CONTRACT AGREEMENT

THIS CONTRACT made and entered into this 1st day of September, 2011 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning September 1, 2011, and ending June 30, 2012. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

PRICE MATRIX

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 80.10	\$ 81.10	\$ 82.10	\$ 83.10	\$ 84.10
2 bins	\$ 160.20	\$ 162.20	\$ 164.20	\$ 166.20	\$ 168.20
3 bins	\$ 240.30	\$ 243.30	\$ 246.30	\$ 249.30	\$ 252.30
4 bins	\$ 320.40	\$ 324.40	\$ 328.40	\$ 332.40	\$ 336.40
5 bins	\$ 400.50	\$ 405.50	\$ 410.50	\$ 415.50	\$ 420.50
6 bins	\$ 480.60	\$ 486.60	\$ 492.60	\$ 498.60	\$ 504.60
7 bins	\$ 560.70	\$ 567.70	\$ 574.70	\$ 581.70	\$ 588.70
8 bins	\$ 640.80	\$ 648.80	\$ 656.80	\$ 664.80	\$ 672.80

Cost of extra pick-up/on call pick up: \$ 18.00

PRICE MATRIX

Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 89.00	\$ 44.00/ton
Low-boy construction bin	\$ 89.00	\$ 44.00/ton
10-foot storage container	\$ 2.99/day	\$ --
20-foot storage container	\$ 2.99/day	\$ --
21-foot storage container	\$ 2.99/day	\$ --
26-foot storage container	\$ 2.99/day	\$ --
40-foot storage container	\$ 2.99/day	\$ --

SPECIAL CONDITIONS

Bid No. 1112-06

Service To Collect, Recycle & Dispose Of Solid Waste Districtwide

CR&R Incorporated

- Beginning September 1, 2011, CR&R to change out or refurbish all bins - trash and recycle - throughout the District.
- District will schedule quarterly meetings with CR&R. First meeting to be mid November 2011, second meeting to be mid February 2012, third meeting to be determined.
- Copies of all disbursements checks and pick-up receipts for recycle program to be forwarded to:

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

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000. This amount may be increased by mutual agreement of both parties.

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

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

6/13/12

CONTRACTOR

CR&R Incorporated

By: _____

Signature

George Lazarek

Print Name

Vice President

Title

Date: _____

6-5-12

Proposed Rates Effective July 1, 2012
Price Change 3.53%

REFUSE	CURRENT 1 X WK	PROPOSED 2 X WK	CURRENT 3 X WK	PROPOSED 4 X WK	CURRENT 5 X WK	PROPOSED
1 BIN	80.10	82.93	81.10	83.96	82.10	85.00
2 BINS	160.20	165.86	162.20	167.93	164.20	170.00
3 BINS	240.30	248.78	243.30	251.89	246.30	254.99
4 BINS	320.40	331.71	324.40	335.85	328.40	339.99
5 BINS	400.50	414.64	405.50	419.81	410.50	424.98
6 BINS	480.60	497.57	486.60	503.78	492.60	509.99
7 BINS	560.70	580.49	567.70	587.74	574.70	594.99
8 BINS	640.80	663.42	648.80	671.70	656.80	679.99
ADDTL PU	18.00	18.64				
RECYCLE						
1 BIN	44.50	46.07	45.50	47.11	46.50	48.14
2 BINS	89.00	92.14	91.00	94.21	93.00	96.28
3 BINS	133.50	138.21	136.50	141.32	139.50	144.42
ADDTL PU	18.00	18.64				
TEMPORARY BINS						
40 YARD ROLL OFF	89.00	92.14				
LOWBOY CONSTRUCTION	89.00	92.14				
10 STORAGE CONTAINER	2.99	3.10				
20 STORAGE CONTAINER	2.99	3.10				
21 STORAGE CONTAINER	2.99	3.10				
26 STORAGE CONTAINER	2.99	3.10				
40 STORAGE CONTAINER	2.99	3.10				

EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for an original contract period of January 1, 2010 through December 31, 2010. An Amendment to the Agreement, Board approved on August 20, 2012, changed the contract end date to June 30, 2013.

The agreement with Harbottle Law Group shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$150,000.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Harbottle Law Group

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Associate	Approx. \$235/hour	\$190/hour
Paralegal	Approx. \$125/hour	\$95/hour



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

Sent via e-mail dhARBottle@harbottlelaw.com

Subject: Extension of RFQ No. 10-0809 – General Legal Service

Dear Mr. Harbottle:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2012-JUNE 30, 2013

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2012 and extending through June 30, 2013.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

A. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys.

C. Beginning on August 1, 2012, and extending for an initial period of six (6) months, HLG attorney Sara C. Young ("Young") shall work on a quasi-in-house basis for Client, with Client providing Young an office, computer, and any and all other equipment and materials she will need in this role. Young's work will be billed on the following basis: 7 hours per day, 4 days per week, at an hourly rate of \$135/hour. If Young provides more or less than 7 hours of time in any given day, the fee will not be modified, but shall be a fixed rate. However, in the case of a full day of non-billing, due to illness, school break, or otherwise, the monthly retainer amount will be pro-rated to account for that time. Young's time will be billed monthly concurrently with all other time and fees, if any, incurred by HLG on the basis set forth in Section 3(B). Client and HLG understand that Client presently retains other law firms for work similar to that performed by HLG, and further understand that Young may in some manner be associated with that work while working pursuant to this Agreement. Client and HLG expressly agree that in such cases, final responsibility,

(1023347.1)

and any and all potential liability, for such work shall lie with the law firm retained separately by Client, and not with HLG notwithstanding Young's association with such work.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: _____, 2012

Harbottle Law Group

By: _____

S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them

Dated: _____, 2012

By: _____

Dr. Joe Farley
Superintendent

Capistrano Unified School District

10/10/12

3.

April 19, 2013

VIA FACSIMILE AND FEDERAL EXPRESS

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

Re: Legal Services: Extension of RFQ No. 10-0809 – General Legal Service

Dear Ms. Fluent:

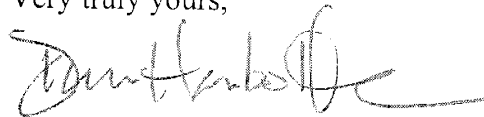
I am writing in response to your office's letter dated April 16, 2013. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on June 30, 2013.

Additionally, we note that our current rates, as set forth on the attached rate sheet, and which we agree to extend through June 30, 2014, represent an approximately 18% reduction of rates from those of my group when we were practicing with Rutan & Tucker, LLP, through May 18, 2009. It is also my understanding that our current rates are lower than comparable firms practicing in the area of special education law in Orange County.

I have attached to this letter a comparison table showing our rates prior to forming Harbottle Law Group, and our current/proposed significantly reduced rates for the period ending June 30, 2013, and which we agree to extend for another fiscal year through June 2014.

We enjoy working with Capistrano Unified School District, and would be very pleased to continue our current and long-standing relationship with the District. Please let me know if you need anything further, as I am glad to provide it.

Very truly yours,



S. Daniel Harbottle

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Associate	Approx. \$235/hour	\$190/hour
Paralegal	Approx. \$125/hour	\$95/hour



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Harbottle Law Group

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: _____

General legal services as required by District. Fees and services per RFQ 10-0809

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

3. Compensation: DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	S. Daniel Harbottle Harbottle Law Group 600 Anton Blvd., Suite 1100 Costa Mesa, CA 92626 (714) 371-4385

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Harbottle Law Group Contract No. C0910101

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: Dan Harbottle
Signature

DAN HARBOTLE
Printed Name

DIRECTOR
Title

12/15/09
Board Approval Date

046.48.0968
Social Security or Taxpayer Identification

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.
The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle

Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968

Federal I.D. #/License

April 28, 2009

Date

EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

1/5/11

By: _____

Signature

DAN HARBOTTLE

Print Name

OWNER / DIRECTOR

Title

Date: _____

12.20.10



S. Daniel Harbottle, JD, PhD
800 Anton Blvd., Suite 1100
Costa Mesa, CA 92626
Tel: 714.371.4385
Fax: 714.371.4485
dharbottle@harbottlelaw.com
www.harbottlelaw.com

November 3, 2010

VIA FACSIMILE AND U.S. MAIL

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

Re: General Legal Services

Dear Ms. Fluent:

I am writing in response to your letter dated November 2, 2010. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on December 31, 2010, and that we are more than happy to maintain our current contractual billing rate for the next contractual period.

Thank you for your inquiry, and please let me know if you need anything further, as I am glad to provide it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Daniel Harbottle', with a stylized flourish at the end.

S. Daniel Harbottle

SDH/dtr

{100767} 1 }

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #License

April 28, 2009
Date

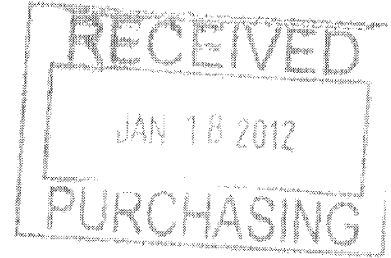
EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP



Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: 
Signature

By: 
Signature

Terry Fluent

DAN HARBOTTLE
Print Name

Director, Purchasing

OWNER/DIRECTOR
Title

Date: 1/19/12

Date: 1/17/12



S. Daniel Harbottle, JD, PhD
600 Anton Blvd., Suite 1100
Costa Mesa, CA 92626
Tel: 714.371.4385
Fax: 714.371.4485
dharbottle@harbottlelaw.com
www.harbottlelaw.com

November 4, 2011

VIA FACSIMILE AND FEDERAL EXPRESS

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

Re: General Legal Services: RFQ 10-0809

Dear Ms. Fluent:

I am writing in response to your letter dated October 26, 2011. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on December 31, 2011.

Additionally, we note that our current rates, as set forth on the attached rate sheet, and which we agree to extend through December 31, 2012, represent an approximately 18% reduction of rates from those of my group when we were practicing with Rutan & Tucker, LLP, through May 18, 2009. It is also my understanding that our current rates are more than 10% lower than comparable firms practicing in the area of special education law in Orange County.

I have attached to this letter a comparison table showing our rates prior to forming Harbottle Law Group, and our current/proposed significantly reduced rates for the period ending December 31, 2012.

We enjoy working with Capistrano Unified School District, and would be very pleased to continue our current and long-standing relationship with the District. Please let me know if you need anything further, as I am glad to provide it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Dan Harbottle', written over a horizontal line.

S. Daniel Harbottle

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED
HOURLY RATES THROUGH DECEMBER 31, 2012

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Sr. Associate	Approx. \$235/hour	\$185/hour
Associate	Approx. \$235/hour	\$180/hour
Paralegal	Approx. \$125/hour	\$75/hour

AMENDMENT TO CONSULTANT AGREEMENT
NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for services pursuant to RFQ 10-0809 to be rendered at the rates shown in the agreement.

The contract with Harbottle Law Group shall be amended to reflect additional services, new fee structure and new contract end date of June 30, 2013, as outlined in Exhibit A to this amendment. Annual services under this contract are limited to \$150,000.

Except as set forth in this Amendment, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By

Terry Fluett
Signature

By

Dan Harbottle
Signature

Terry Fluett

DAN HARBOTTLE
Print Name

Director, Purchasing

DIRECTOR
Title

Date:

10/2/12

Date:

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2012-JUNE 30, 2013

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2012 and extending through June 30, 2013.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

A HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys.

C. Beginning on August 1, 2012, and extending for an initial period of six (6) months, HLG attorney Sara C. Young ("Young") shall work on a quasi-in-house basis for Client, with Client providing Young an office, computer, and any and all other equipment and materials she will need in this role. Young's work will be billed on the following basis: 7 hours per day, 4 days per week, at an hourly rate of \$135/hour. If Young provides more or less than 7 hours of time in any given day, the fee will not be modified, but shall be a fixed rate. However, in the case of a full day of non-billing, due to illness, school break, or otherwise, the monthly retainer amount will be pro-rated to account for that time. Young's time will be billed monthly concurrently with all other time and fees, if any, incurred by HLG on the basis set forth in Section 3(B). Client and HLG understand that Client presently retains other law firms for work similar to that performed by HLG, and further understand that Young may in some manner be associated with that work while working pursuant to this Agreement. Client and HLG expressly agree that in such cases, final responsibility,

(1023347.1)

and any and all potential liability, for such work shall lie with the law firm retained separately by Client, and not with HLG notwithstanding Young's association with such work.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: _____, 2012

Harbottle Law Group

By: _____

S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them

Dated: _____, 2012

By: _____

Dr. Joe Farley
Superintendent

Capistrano Unified School District

EXTENSION OF AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$220,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

CERRITOS
(562) 653-3200
FAX (562) 653-3333

FRESNO
(559) 225-6700
FAX (559) 225-3416

PLEASANTON
(925) 227-9200
FAX (925) 227-9202

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

20 PACIFICA, SUITE 400
IRVINE, CALIFORNIA 92618-3371
(949) 453-4260

FAX (949) 453-4262
WWW.AALRR.COM

RIVERSIDE
(951) 683-1122
FAX (951) 683-1144

SACRAMENTO
(916) 923-1200
FAX (916) 923-1222

SAN DIEGO
(858) 485-9526
FAX (858) 485-9412

OUR FILE NUMBER:

005791.00001
11184518.1

April 23, 2013

Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: Extension of Contract No. C1011052 - Legal Services

Dear Ms. Antifae:

Your correspondence of April 16, 2013 regarding the extension of the legal services contract between the District and our firm was forwarded to us for review and response.

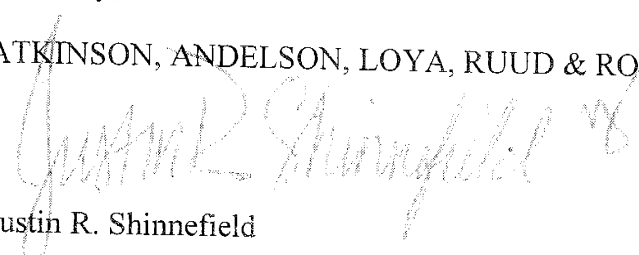
As you may know, our firm has worked with Capistrano Unified for several years. In light of the current fiscal crisis, and to demonstrate our commitment to the District, the firm has applied a 7% discount to each invoice received during the current 2012-2013 school year. Since receiving your correspondence, the attorneys who serve your District have interacted with various District administrators regarding their anticipated legal needs in the upcoming school year, as well as their expectations of AALRR attorneys. Based on these discussions, the firm's partners have decided to propose we extend our current arrangement for the 2013-2014 school year. Accordingly, the District would continue to receive a 7% discount on each invoice.

If you have any questions regarding our proposal, please do not hesitate to call. If any additional information is needed at this time, please let us know.

Thank you, and we look forward to working with Capistrano Unified.

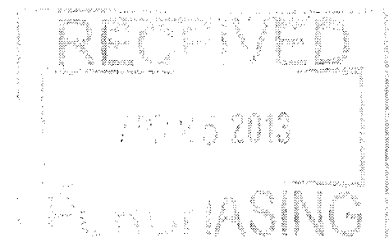
Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Justin R. Shinnfield

cc: Karen E. Gilyard


Anthony P. De Marco



ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)
FOR
CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

Sent via e-mail kgilyard@AALRR.com

Subject: Extension of Contract No. C1011052 – Legal Services

Dear Ms. Gilyard:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Atkinson, Andelson, Loya, Ruud & Romo

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Legal services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

5/30/08

2

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Atkinson, Andelson, Loya, Ruud & Romo Ms. Karen E. Gilyard 12800 Center Court Drive, Suite 300 Cerritos, CA 90703

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A Fee Schedule/Agreement for Special Services
- b. Exhibit B Hold Harmless & Indemnification
- c. Exhibit C Insurance Requirements

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

This AGREEMENT is entered into this 25th Day of August 2010.

DISTRICT:

CONSULTANT:

By: Terry Flu
Terry Fluert, Director of Purchasing

By: Karen E. Gilvard
Signature

Karen E. Gilvard
Printed Name

Partner
Title

August 24, 2010
Board Approval Date

95-3378600
Social Security or Taxpayer Identification

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2010, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services related to special education on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2010, through June 30, 2011. For the period July 1, 2010, through June 30, 2011, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Thirty Dollars (\$230.00) for Senior Partners, Two Hundred Twenty-Five Dollars (\$225.00) for Partners, Two Hundred Ten Dollars (\$210.00) for Senior Associates, Two Hundred Five Dollars (\$205.00) for Associates, One Hundred Thirty-Five Dollars (\$135.00) for Senior Paralegals, and One Hundred Thirty Dollars (\$130.00) for Paralegals and Legal Assistants (see Attachment A). The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/teletype charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness

Exhibit A

fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective July 1, 2010, through June 30, 2011, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VII. EXECUTION DATE

This Agreement is entered into this _____

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
KAREN E. GILYARD

"District"

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

ATTACHMENT A**Atkinson, Andelson, Loya, Ruud & Romo****2010-2011 HOURLY RATES (SPECIAL EDUCATION)****FOR****CAPISTRANO UNIFIED SCHOOL DISTRICT**

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo
Contract No. C1011052



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

EXTENSION OF CONSULTANT AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

The Consultant Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo, called for an original contract period of July 1, 2010 through June 30, 2011, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months for the period of July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: 
Signature

By: 
Signature

Terry Fluent

Karen E. Gilyard
Print Name

Director, Purchasing

Partner
Title

Date: 7/17/12

Date: 6/26/2012

Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ, APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Stutz, Artiano, Shinoff & Holtz, APC shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$250,000.

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.

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz, APC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

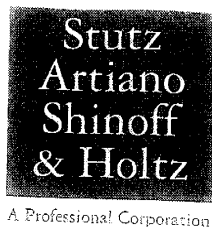
Title

Date: _____

Date: _____

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com

Exhibit A



Daniel R. Shinoff
dshinoff@stutzartiano.com

April 16, 2013

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

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2013 - June 30, 2014:	Proposed Legal Fees for July 1, 2014 - June 30, 2015:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Daniel R. Shinoff

/rsr

@PFD3sktop: GDMA/WORLDOX/G/DATA/141111/CO/S0134095 WPD



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT

JOSEPH M. FARLEY, ED.D.

Sent via e-mail dsbinoff@stutzartiano.com

Subject: Extension of Consultant Agreement No. C1011064 – General Legal Services

Dear Mr. Shinoff:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

2488 Mission Decker Road
 Suite 200
 San Diego, CA 92106-6113
 619.232.3122
 Fax: 619.232.3264
 www.stutzartiano.com



Daniel R. Shinoff
 dshinoff@stutzartiano.com

May 20, 2011

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

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
 Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ
 A Professional Corporation

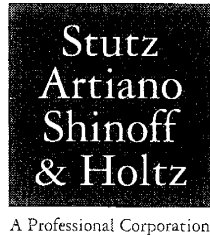
Daniel R. Shinoff
 Daniel R. Shinoff

TSR

Enclosed for your review are two copies of the proposed legal services agreement.

INLAND EMPLOYEES

2488 Historic Decatur Road
Suite 200
San Diego, CA 92106-6113
619.232.3122
Fax 619.232.3264
www.stutzartiano.com



Daniel R. Shinoff
dshinoff@stutzartiano.com

April 16, 2013

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

**Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064**

Dear Ms. Fluent:


We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2013 - June 30, 2014:	Proposed Legal Fees for July 1, 2014 - June 30, 2015:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00/hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,
STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation


Daniel R. Shinoff

/rsr

@PFDesktop\ODMA\WORLD\DOX\G\DATA\1411\1\CO\S0134095 WPD



CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stutz, Artiano, Shinoff & Holtz, APC

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Stutz, Artiano, Shinoff & Holtz, APC 31 Hutton Centre Drive, Suite 860 Santa Ana, Ca 92707 (714) 424-9728

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC

Contract No. C1011064

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Attorney-Client Retainer Agreement/Fee Schedule

b. Exhibit B Hold Harmless

c. Exhibit C Insurance Requirements

CONSULTANT NAME: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

This AGREEMENT is entered into this 15th Day of September 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluert

Terry Fluert, Director of Purchasing

By: Daniel R. Shinoff

Signature

Daniel R. Shinoff

Printed Name

Owner

Title

September 14, 2010

Board Approval Date

95-3681411

Social Security or Taxpayer Identification

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Stutz Artiano Shinoff & Holtz, APC ("Attorneys"), agree to provide legal services to Capistrano Unified School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advise of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- a. Paralegal services at \$72.00 per hour;
- b. Associate attorneys' time at \$170.00 per hour; and
- c. Partner's time at \$180.00 per hour.

No fee will be charged for general clerical or secretarial services.

Exhibit A (Page 1 of 3)

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within 30 days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the

California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200, *et seq.*

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall continue unless terminated by either party. Termination shall be effective upon written notice.

DATED: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph Farley, Superintendent

DATED: _____

STUTZ ARTIANO SHINOFF & HOLTZ, APC

By: _____
Daniel R. Shinoff

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC
Contract No. C1011064



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- Commercial General Liability \$1,000,000 minimum limit per occurrence
 incl. Contractual Liab., and \$2,000,000 minimum general aggregate
 Broad Form Property Damage
- Professional Liability: \$1,000,000 minimum limit per occurrence
 (Errors & Omissions) \$2,000,000 minimum general aggregate
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: As required by the California Labor Code
- Employers' Liability: \$1,000,000 minimum limit

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Stutz, Artiano, Shinoff & Holtz, APC Contract No. C1011064

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

EXTENSION OF AGREEMENT NO. C1011064

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STUTZ, ARTIANO, SHINOFF & HOLTZ APC

Consultant Agreement No. C1011064 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with Stutz, Artiano, Shinoff & Holtz APC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 23, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$250,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on September 14, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Stutz, Artiano, Shinoff & Holtz APC

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

7/18/12

By: _____

Signature

Daniel R. Shinoff

Print Name

Owner

Title

Date: _____

7/11/12



Daniel R. Shunoff
dshunoff@stutzgortiano.com

May 20, 2011

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

Re: Capistrano Unified School District/Stutz Artiano Shinoff & Holtz
Legal Services - Contract No. C1011064

Dear Ms. Fluent:

We certainly appreciate the current financial plight of the public education system, and we are pleased to submit the following proposal for continued legal services.

	CURRENT LEGAL FEES:	Proposed Legal Fees for July 1, 2011 - June 30, 2012:	Proposed Legal Fees for July 1, 2012 - June 30, 2013:
Partner	\$180.00/hour	\$180.00/hour	\$180.00/hour
Associate	\$170.00/hour	\$170.00/hour	\$170.00 hour
Paralegal	\$72.00/hour	\$72.00/hour	\$72.00/hour

We are aware our rates are well below market for educational law specialists, and we therefore propose a two-year freeze on our current rates.

We greatly appreciate your consideration and look forward to a continued successful relationship with Capistrano Unified School District.

Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

A Professional Corporation
Daniel R. Shinoff
 Daniel R. Shinoff

...
...
...

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with The Planning Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

The Planning Center

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

**The Planning Center|DC&E
2013-14 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014**

STAFF LEVEL	ORIGINAL RATES (2008-09)	PROPOSED RATES (2013-14)
Principal (Mears)	\$250	\$185
Director/Team Leader	\$150-\$200	\$150-\$175
Sr. Planner/Scientist/Designer II	\$125-\$200	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$75-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75-\$85	\$75
Word Processing	\$65	\$60
Clerical/Administration	\$55-\$65	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate
Other direct costs are billed at cost plus 10% (reduced from 12.5%).		
Mileage reimbursement rate is the standard IRS-approved rate.		



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

Sent via e-mail dmears@planningcenter.com

**Subject: Extension of Contract No. I1011014 – On Call California
Environmental Quality Act Compliance (CEQA) Services**

Mr. Mears:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

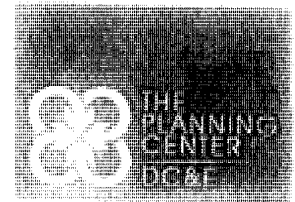
If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

Exhibit A



The Planning Center | DC&E
2012-13 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. H011014

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal / (Mears)	\$185	\$185
Director/Team Leader	\$150-\$175	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$165	\$150-\$165
Planner/Scientist/Designer I	\$100-\$145	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$110	\$85-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$75	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$100	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$70-\$95	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$55	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed as cost plus 10% (reduced from 12.5%)

Mileage reimbursement rate is the standard IRS-approved rate.



April 29, 2013

Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Extension of Contract No. I1011014 – On-Call California Environmental
Quality Act Compliance (CEQA) Services

Dear Ms. Antifae:

We thank you for this opportunity to indicate our strong desire to continue our role in providing environmental consulting services.

We work with many school districts in California and fully understand the financial difficulties that districts find themselves in these difficult times. Our rates in the 2012-13 contract year were reduced from previous years and we find them to be at the minimum in which we can our maintain practice. We regret we are unable reduce them further.

The attached table presents our propose rate schedule for 2013-14 and we hope you find them acceptable.

We look forward to continuing our work with Capistrano Unified School District. Please call me at 714.966.9220 if you have any questions.

Sincerely,

THE PLANNING CENTER|DC&E

Dwayne Mears, AICP
Principal, School Facilities Planning

The Planning Center|DC&E
2013-14 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014

STAFF LEVEL	ORIGINAL RATES (2008-09)	PROPOSED RATES (2013-14)
Principal (Mears)	\$250	\$185
Director/Team Leader	\$150-\$200	\$150-\$175
Sr. Planner/Scientist/Designer II	\$125-\$200	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$75-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75-\$85	\$75
Word Processing	\$65	\$60
Clerical/Administration	\$55-\$65	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).

Mileage reimbursement rate is the standard IRS-approved rate.

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Planning Center hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide on-call California Environmental Quality Act Compliance (CEQA) services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. I1011014

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. I1011014

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626
(714) 966.9220

20. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. 11011014

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	N/A
c. Exhibit	C	N/A

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF July, 2010.

Capistrano Unified School District

Name of District

By: Terry Fluert

Terry Fluert

Typed Name

Director, Purchasing

Title

July 13, 2010

Board Approval Date

The Planning Center

Contractor Name

Signature: Dwayne Mears

DWAYNE MEARS

Typed or Printed Name

PRINCIPAL

Title

95-2975827

Taxpayer Identification Number

**The Planning Center
2010-11 Fee Schedule
Capistrano Unified School District**

STAFF LEVEL	HOURLY RATE
Principal	\$195
Director/Team Leader	\$150-\$180
Sr. Planner/Scientist/Designer II	\$150-\$175
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician	\$45-\$60
Intern	\$25
Technical Editor	\$75
Word Processing	\$60
Clerical	\$55
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.

Mileage reimbursement rate is the standard IRS-approved rate, which is currently \$0.55 per mile.

Exhibit A

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Planning Center

By: 
Signature

By: 
Signature

Terry Fluent

Dwayne Mears
Print Name

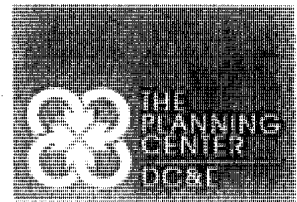
Director, Purchasing

Principal, Environmental Services
Title

Date: 7/18/12

Date: 7/6/12

Exhibit A



**The Planning Center|DC&E
2012-13 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014**

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal (Mears)	\$185	\$185
Director/Team Leader	\$150-\$175	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$165	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$145	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$110	\$85-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$75	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$100	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$70-\$95	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$55	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).
Mileage reimbursement rate is the standard IRS-approved rate.

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INCORPORATED

Independent Contractor Agreement No. I1011016 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with NMG Geotechnical, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$150,000.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

NMG Geotechnical, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



2006 PROFESSIONAL FEE SCHEDULE*

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist	\$ 88
Supervisory Technician	\$ 88
Staff Engineer/Geologist	\$ 79
Senior Project Technician	\$ 79
Project Technician	\$ 72
Staff Technician	\$ 65
CAD Drafter/Technical Illustrator	\$ 65
Word Processor	\$ 57
Technical Assistant	\$ 47

LABORATORY TESTING

Moisture Content	\$ 13	Consolidation	\$175
Moisture Content & Density	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$ 50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$ 85	Undisturbed Direct Shear	\$160
Maximum Dry Density	\$190	Undisturbed Direct Shear - Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$170	Remolded Direct Shear - Slow	\$350
Sand Equivalent	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density	\$190
Concrete Compression (per cylinder)	\$ 25	Grout Prisms (4)	\$100
CMU Grouted Prisms		Shotcrete Panel	\$100
- Compression Test $\leq 8" \times 8" \times 16"$	\$ 180		
- Compression Test $> 8" \times 8" \times 16"$	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

* 10-percent reduction will be applied to invoices during the period July 1, 2013 through June 30, 2014 for Contract I1011016 - On-Call Geotechnical Services.



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

Sent via e-mail wgoodman@nmggeotech.com

Subject: Extension of Contract Agreement No. I1011016 – On-Call Geotechnical Services

Dear Mr. Goodman:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$100
Senior Staff Engineer/Geologist	\$85
Supervisory Technician	\$85
Staff Engineer/Geologist	\$75
Senior Project Technician	\$70
Project Technician	\$70
Staff Technician	\$65
CAD Drafter/Technical Illustrator	\$65
Word Processor	\$60
Technical Assistant	\$45

LABORATORY TESTING

Moisture Content	\$15	Consolidation	\$175
Moisture Content & Density	\$25	- For time rate, add \$35/increment	
Atterberg Limits	\$105	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$50	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$85	Undisturbed Direct Shear	\$160
Maximum Dry Density	\$190	Undisturbed Direct Shear - Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$170	Remolded Direct Shear - Slow	\$350
Sand Equivalent	\$70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density	\$190
Concrete Compression (per cylinder)	\$45	Grout Prisms (4)	\$100
CMU Grouted Facing		Shotcrete Panel	\$100
Compression Test 48" x 8" x 16"	\$180		
Compression Test 48" x 8" x 16"	\$250		

NOTES

1. No additional charges for field vehicle usage, fuel, air gauge, or operations time.
2. Heavy equipment (i.e. drilling, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.



April 30, 2013

Project No. 09115-06

Ms. Donna Antifae
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Extension of Contract Agreement No. I1011016 On-Call Geotechnical Services,
Capistrano Unified School District Projects

Dear Ms. Antifae:

In response to your email, we have prepared this letter acknowledging your request for a 10-percent reduction of our fees related to the subject on-call geotechnical services for the renewal period July 1, 2013 through June 30, 2014, as well as our desire to extend our contract for an additional 12-month period. We will apply the 10-percent reduction to the invoices for on-call services performed in accordance with the attached fee schedule.

If you have any questions, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

A handwritten signature in cursive script that reads "William Goodman".

William Goodman
Principal Geologist

Attachment: 2006 Professional Fee Schedule

WG/je

2006 PROFESSIONAL FEE SCHEDULE*

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist	\$ 88
Supervisory Technician	\$ 88
Staff Engineer/Geologist	\$ 79
Senior Project Technician	\$ 79
Project Technician	\$ 72
Staff Technician	\$ 65
CAD Drafter/Technical Illustrator	\$ 65
Word Processor	\$ 57
Technical Assistant	\$ 47

LABORATORY TESTING

Moisture Content.....	\$ 13	Consolidation.....	\$175
Moisture Content & Density	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits.....	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$ 50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$ 85	Undisturbed Direct Shear	\$160
Maximum Dry Density.....	\$190	Undisturbed Direct Shear – Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density.....	\$170	Remolded Direct Shear – Slow	\$350
Sand Equivalent.....	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density.....	\$190
Concrete Compression (per cylinder)	\$ 25	Grout Prisms (4).....	\$100
CMU Grouted Prisms		Shotcrete Panel.....	\$100
- Compression Test ≤8" x 8" x 16"	\$ 180		
- Compression Test >8" x 8" x 16"	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

* 10-percent reduction will be applied to invoices during the period July 1, 2013 through June 30, 2014 for Contract I1011016 – On-Call Geotechnical Services.

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. 11011016



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and NMG Geotechnical, Inc. hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** On-call geotechnical services
for observation and testing during precise grading and post-grading construction District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: NMG Geotechnical, Inc.

CONTRACT No. 11011016

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

NMG Geotechnical, Inc.
17991 Fitch
Irvine, CA 92614
(949) 442-2442

20. Severability: If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: NMG Geotechnical, Inc. CONTRACT No. I1011016

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY OF August, 2010.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing


Title

August 10, 2010

Board Approval Date

NMG Geotechnical, Inc.

Contractor Name

Signature: 

Hayim Ninio

Typed or Printed Name

President

Title

406-00447

Taxpayer Identification Number



June 1, 2010

Project No. 09115-02

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2010/2011,
Capistrano Unified School District Projects

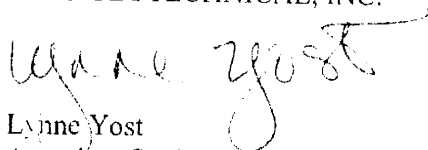
Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2010/2011. NMG has previously performed annual on-call services for CUSD, including last fiscal year; the scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$7,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2009 Professional Fee Schedule.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynne Yost
Associate Geologist

LY/er

Attachment: 2009 Professional Fee Schedule

Distribution: (2) Addressee

Exhibit A - 1 of 2

7001 0002 • Internal Use Only • Printed on 11/1/2010 • P:\NMG\09115-02\NMG22 • 11/1/2010 10:00 AM

2009 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist.....	\$135
Project Engineer/Geologist.....	\$112
Senior Staff Engineer/Geologist.....	\$ 95
Supervisory Technician.....	\$ 95
Staff Engineer/Geologist.....	\$ 85
Senior Project Technician.....	\$ 85
Project Technician.....	\$ 78
Staff Technician.....	\$ 69
CAD Drafter/Technical Illustrator.....	\$ 69
Word Processor.....	\$ 62
Technical Assistant.....	\$ 50

LABORATORY TESTING

Moisture Content.....	\$ 14	Consolidation.....	\$185
Moisture Content & Density.....	\$ 24	For time-rate, add \$35/increment	
Atterberg Limits.....	\$135	- For remolded add \$50/specimen	
Particle-Size Sieve Analysis.....	\$ 85	- For reload, add \$100/cycle	
Finer than No. 200 Sieve.....	\$ 55	Hydroconsolidation/Collapse.....	\$110
Hydrometer Analysis.....	\$ 90	Undisturbed Direct Shear.....	\$170
Maximum Dry Density.....	\$195	Undisturbed Direct Shear - Slow.....	\$275
Maximum Dry Density with Oversize Particle.....	\$230	Remolded Direct Shear.....	\$225
Caltrans 216 Maximum Density.....	\$180	Remolded Direct Shear - Slow.....	\$350
Sand Equivalent.....	\$ 75	Residual Direct Shear.....	\$550
Soluble Sulfate Content.....	\$ 55	R-Value.....	\$205
Expansion Index.....	\$145	Asphalt Maximum Density.....	\$195
Concrete, Mortar or Grout Compression (per cylinder/cube/prism).....	\$ 25	Gunite/Shotcrete Panel Coring & Testing.....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16".....	\$ 180		
- Compression Test >8" x 8" x 16".....	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT NO. I1011016

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NMG GEOTECHNICAL, INC.

Independent Contractor Agreement No. I1011016 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with NMG Geotechnical, Inc. shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 10, 2010, all other terms of the contract remain in full force and effect.

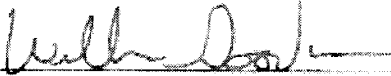
DISTRICT

CONSULTANT

Capistrano Unified School District

NMG Geotechnical, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

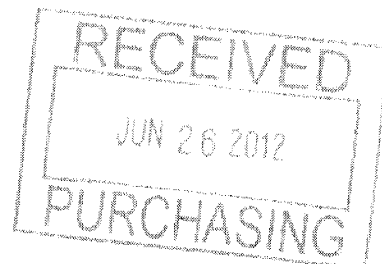
WILLIAM GOODMAN
Print Name

Director, Purchasing

Principal Engineer
Title

Date: 7/2/12

Date: JUNE 27, 2012





May 16, 2012

Project No. 09115-05

To: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Attention: Ms. Terry Fluent

Subject: Cost Estimate for On-Call Geotechnical Services for Fiscal Year 2012/2013, Capistrano Unified School District Projects

Pursuant to your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate for on-call geotechnical services for the Capistrano Unified School District (CUSD) for potential incidental design or small construction projects during Fiscal Year 2012/2013. NMG has previously performed annual on-call services for CUSD. The scope of work ranged from slope stability evaluation to observation and testing during field improvements and pavement/concrete installation.

NMG received and acknowledged CUSD's request to reduce our contract pricing due to the current state of financial emergency for public education. As such, we propose to reduce the 2006 Professional Fee Schedule by 10 percent (our prior contract was based on the 2006 Professional Fee Schedule, which had been reduced from the year before). In lieu of providing a tabulated cost comparison, NMG proposes to show the 10 percent discount on each invoice.

This budget will be utilized for projects that are relatively small or have limited time durations. The initiation of any work would require your verbal authorization. A total amount of \$6,500 is considered appropriate for establishment of an on-call service budget. Our costs will accrue on a time-and-materials basis in accordance with the attached 2006 Professional Fee Schedule, minus a 10 percent discount.

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to offer our services.

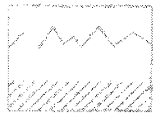
Respectfully submitted,

NMG GEOTECHNICAL, INC.


Lynn Yost, CEG 2317
Associate Geologist

Attachment: 2006 Professional Fee Schedule

Distribution: (1) Addressee (via e-mail)



NMG
Geotechnical, Inc.

Exhibit A

2006 PROFESSIONAL FEE SCHEDULE

HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist	\$120
Project Engineer/Geologist	\$103
Senior Staff Engineer/Geologist	\$ 88
Supervisory Technician	\$ 88
Staff Engineer/Geologist	\$ 79
Senior Project Technician	\$ 79
Project Technician	\$ 72
Staff Technician	\$ 65
CAD Drafter/Technical Illustrator	\$ 65
Word Processor	\$ 57
Technical Assistant	\$ 47

LABORATORY TESTING

Moisture Content	\$ 13	Consolidation	\$175
Moisture Content & Density	\$ 22	- For time-rate, add \$35/increment	
Atterberg Limits	\$125	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis	\$ 80	- For reload, add \$100/cycle	
Finer than No. 200 Sieve	\$ 50	Hydroconsolidation/Collapse	\$100
Hydrometer Analysis	\$ 85	Undisturbed Direct Shear	\$160
Maximum Dry Density	\$190	Undisturbed Direct Shear – Slow	\$275
Maximum Dry Density with Oversize Particle	\$230	Remolded Direct Shear	\$225
Caltrans 216 Maximum Density	\$170	Remolded Direct Shear – Slow	\$350
Sand Equivalent	\$ 70	Residual Direct Shear	\$550
Soluble Sulfate Content	\$ 50	R-Value	\$195
Expansion Index	\$140	Asphalt Maximum Density	\$190
Concrete Compression (per cylinder)	\$ 25	Grout Prisms (4)	\$100
CMU Grouted Prisms		Shotcrete Panel	\$100
Compression Test ≤8" x 8" x 16"	\$ 180		
Compression Test >8" x 8" x 16"	\$ 250		

NOTES

1. No additional charges for field vehicle usage, nuclear gauge, or overtime work.
2. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
3. Delivery and outside reproduction charges will be invoiced at cost.
4. Outside laboratory test charges will be invoiced at cost.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 – Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000.

Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

American Logistics Company, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A

Capistrano Unified School District

Bid No. 1112-04 Outsource Transportation Service

Unit Prices for July 1, 2013 – June 30, 2014

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY WANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 1, 2013

Craig Puckett, President
American Logistics Company, LLC
520 W. Dyer Road
Santa Ana, CA 92707

Subject: Extension of Bid No. 1112-04 – Outsource Transportation Service

Dear Mr. Puckett:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

BID NO. 1112-04
OUTSOURCE TRANSPORTATION SERVICE
AMERICAN LOGISTICS COMPANY, LLC

Bid Price Sheet
July 1, 2013 to June 30, 2014

Current Pricing July 1, 2012 to June 30, 2013			
TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ 35.00 Fixed	\$ 0 Per Hour	\$ 2.75 Per Mile
Up to 7 passengers	\$ 35.00 Fixed	\$ 0 Per Hour	\$ 2.75 Per Mile
Up to 3 passengers Wheelchair capable van	\$ 55.00 Fixed	\$ 0 Per Hour	\$ 2.75 Per Mile
Up to 7 passengers Wheelchair capable van	\$ 55.00 Fixed	\$ 0 Per Hour	\$ 2.75 Per Mile

Proposed Pricing July 1, 2013 to June 30, 2014			
TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 3 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile



AMERICAN LOGISTICS COMPANY

April 12, 2013

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District

RE: Extension of Bid No. 1112-04 – Outsource Transportation Service

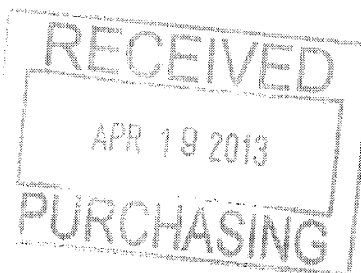
Dear Ms. Byers,

Per your request, attached is the pricing for the new school year. There are no changes. If you have any questions, please call me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Megan Carey', followed by a long horizontal line.

Megan Carey
Business Development
949.212.9955



520 W. Dyer Rd. • Santa Ana • CA 92707

594 Phone: 866.999.3371 • www.AmericanLogistics.com

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time – meter charge \$ \$50.00 hourly
If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of, full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following.

Please provide an attachment to your bid for any of the following items that require additional information:

*Please see attached pages with ALC's responses.

1. Experience and references, at least three.
2. The number of drivers/vehicles in your employ and the types of service you provide.
3. The number of wheelchair accessible vehicles available for use by the DISTRICT.
4. Number of car seats available for use by the DISTRICT.
5. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the DISTRICT. Include a complete description of this system and include any extra charge you will assess for this service provision.
6. Provide a description of your emergency notification/calling capability.
7. Will you be able to provide driver consistency?

Yes

No
8. Will you have the ability to route and consolidate students to reduce drive time?
Provide description of methodology.

Yes

No
9. If two or more students are consolidated in a single vehicle for a trip, what is the method of calculating the per-pupil trip cost?

In this scenario, will the single trip cost be divided between the students riding

together for the period they are sharing the vehicle?

10. Minimum Trip charge \$ 50.00
11. Cost per mile \$ 2.75
12. Waiting time -- meter charge \$ \$50.00 hourly
 If cancelled the day prior no charge.
13. Charge for cancelled trip \$ If cancelled day of, full charge.
14. Lead time to schedule \$ 24 hours

*Please see ALC's Pricing Schedule listed behind Bid Form and Agreement for ALC's full price matrix.

Unit Prices

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers	\$ <u>\$35.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	\$ <u>55.00</u> Fixed	\$ <u>0</u> Per Hour	\$ <u>2.75</u> Per Mile

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Craig Puckett whose title is President authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. 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
- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.
- I. I, Craig Puckett the President (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: American Logistics Company

Signed by: Craig Puckett, 

Date: 5/6/2011

Business Address: 520 West Dyer Road

Santa Ana, CA 92707

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a _____ Corporation*)

Business Address: _____

Signed by: _____, President**,

Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 9/2/2011

CONTRACT TERM

The term of this base contract is for one-year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

This agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit A Special Conditions

Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)


1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. Fuel Surcharge: When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
AMERICAN LOGISTICS COMPANY, LLC

Bid No. 1112-04 - Outsource Transportation Service, called for an original contract period of July 28, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with American Logistic Company, LLC, pursuant to Bid No. 1112-04, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 11, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$150,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 27, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: August 17, 2012

CONTRACTOR

American Logistics Company, LLC

By: _____

Signature

Craig Puckett

Print Name

Pres. dent

Title

Date: June 27, 2012

EXHIBIT A

Capistrano Unified School District

Bid No. 1112-04

Outsource Transportation Service

**Unit Prices for
July 1, 2012 – June 30, 2013**

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

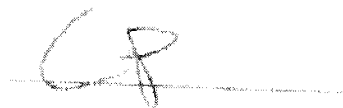
1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
3. **Fuel Surcharge:** When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. The gasoline price index to be used shall be found under the category of "California Regular Reformulated Retail Gasoline Prices (cents per gallon)" on the following website: <http://www.eia.doe.gov/oilgas/petroleum/datapublications/wrgp/mogashistory.html>
4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
9. **DISPUTES:** Contractor has the right to terminate the contract with thirty (30) days written notice, in the event the DISTRICT fails to pay for services rendered.
10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR





AMERICAN LOGISTICS COMPANY

May 11, 2012

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District

RE: Bid No. 1112-04 -- Outsource Transportation Service

Dear Ms. Byers,

Per your request, attached is the pricing for the new school year. There are no changes. If you have any questions, please call me at the number below.

Sincerely,



Megan Carey
Business Development
949.212.9955

520 W. Dyer Rd. • Santa Ana • CA 92707

Phone: 866.999.3371 • www.AmericanLogistics.com

Capistrano Unified School District

Bid No. 1112-04

Outsource Transportation Service

Current Unit Prices
July 28, 2011 – June 30, 2012

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 3 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

Proposed Prices for
July 1, 2012 – June 30, 2013

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
Up to 7 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
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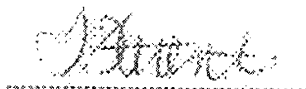
Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

1. Personnel assigned to perform under this contract may be independent subcontracted drivers, and certain terms and conditions of this contract pertain to the subcontracted personnel as well. Subcontracted personnel shall be subject to continuous approval by the DISTRICT.
2. ALC will be notified prior to 6 P.M. of prior business day for cancellation of service. Where adequate notification is not received, or no notification is received, ALC will bill the student's transportation to the District at the normal rate for the "in" trip.
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4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
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10. **DEFAULT AND DISTRICT'S RIGHT TO TERMINATE CONTRACT:** Replacement costs to be limited to the equivalent costs that ALC would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2503 annually.

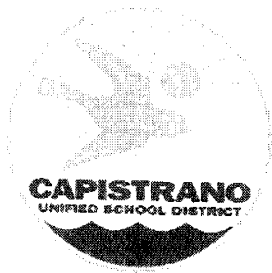
All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR





CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 17, 2012

Craig Puckett, President
American Logistics Company, LLC
520 West Dyer Road
Santa Ana, CA 92707

Subject: Bid No. 1112-04 – Outsource Transportation Service

Dear Mr. Puckett:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by May 7, 2012.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service. All previously negotiated terms and conditions are to remain the same.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

**Bid No. 1112-04
Outsource Transportation Service**

Current Unit Prices
July 28, 2011 – June 30, 2012

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	<u>\$ 35.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile
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Up to 7 passengers Wheelchair capable van	<u>\$ 55.00</u> Fixed	<u>\$ 0</u> Per Hour	<u>\$ 2.75</u> Per Mile

Proposed Prices for
July 1, 2012 – June 30, 2013

TYPE OF TRANSPORT	ORIGINATOR FEE	LABOR	MILEAGE
Up to 3 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 3 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile
Up to 7 passengers Wheelchair capable van	\$ _____ Fixed	\$ _____ Per Hour	\$ _____ Per Mile

Exhibit A
SPECIAL CONDITIONS
Bid No. 1112-04
Outsource Transportation Services

American Logistics Company (ALC)

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4. Certificates of Insurance shall provide for ten (10) day notification in the event of non-payment of premium.
5. Insurance shall be placed with California licensed and/or admitted insurers with a current A.M. Best rating of A-VII or better.
6. Delete the requirement for Insurance for automobiles owned by ALC.
7. Insurance coverage shall contain no unreasonable limitations on the scope of the protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.
8. **CONDUCT OF EMPLOYEES:** Contractor shall be fully responsible for any damage to DISTRICT property caused by his employees. Repairs or replacement, at the option of the DISTRICT, may be made by the Contractor or by the DISTRICT and charged to the Contractor. Replacement costs are limited to the equivalent costs that the Contractor would have charged the DISTRICT for the services for which the DISTRICT engaged replacement services.
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11. **BONDS:** The District is willing to share the cost of the bonds with ALC by picking up the cost of one bond not to exceed \$2813 annually.

All other terms and conditions of agreement shall remain in full force and effect.

DISTRICT



CONTRACTOR



**EXTENSION OF
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

(Capistrano Unified School District)

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation ("**Vendor**"), and Capistrano Unified School District ("**District**") entered into as of May 26, 2011 (the "**Agreement**"), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2013, is hereby extended until June 30, 2014. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of _____, 2013.

ILLUMINATE EDUCATION, INC.

By: _____

Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: _____

Print: _____

Title: _____

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation ("Vendor") and Capistrano Unified School District ("District").

RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from May 26, 2011 through June 30, 2012 with four (4) annual renewal periods upon mutual agreement, not to exceed a total contract term of June 30, 2016.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate district reporting software ("Software") to District. District and District employees may use the Software for each of the locations listed on Exhibit "A" attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit "B" attached to this Agreement.
6. Hosting. District's data will be hosted on Vendor's server (included in the annual fee).
7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.

8. Training. Vendor shall provide the following training services to District:

Training Services

Services	Date
Training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) Additional Training and Services. Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) Ownership of Data. District shall retain ownership of all data in the Software.
9. Responsibilities of District. District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. License Fees Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

Products/ Services --Timeline/Dates

Product/Service	Time	Cost
Illuminate DnA with GradeCam, 2011-2012	Annual Fee \$4 per student 47,250 students	\$189,000
Illuminate DnA with GradeCam, 2012-2013	Annual Fee \$4 per student 50,000 students	\$200,000
Illuminate DnA with GradeCam, 2013-2014	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000
Illuminate DnA with GradeCam, 2014-2015	Annual Fee \$4 per student 51,000 students (Estimate, yearly)	\$204,000

7160.1

H&O: #74727 v2

Illuminate Data and Assessment Licensing Agreement

B-2

Capistrano Unified School District - April 2011

	based on CBEDS)	
Illuminate DnA with GradeCam, 2015-2016	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under

this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.

14. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the "defaulting party" shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. Termination. Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. Proprietary Rights. District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District's use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor ("Confidential Information"). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:

- (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
 - (b) is known to District without restriction as to further disclosure when received; or
 - (c) is independently developed by District as demonstrated by written records; or
 - (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
 - (e) is disclosed to a third party pursuant to the authority of District hereunder; or
 - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.
18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a

remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano CA 92675

To Vendor: Lane Rankin, CEO
Illuminate Education, Inc.
60 Bunsen
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in 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 without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated:

ILLUMINATE EDUCATION, INC.

By:


Lane Rankin, CEO

Dated:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

Print:

Its:



Terry Fluent
Director, Purchasing

EXHIBIT "A"

LOCATIONS LICENSE APPLIES

Capistrano Unified School District

Elementary Schools

Ambuehl Elementary School
Arroyo Vista School (K8)
Don Juan Avila Elementary School
Barcelona Hills Elementary School
Bathgate Elementary School
Truman Benedict Elementary School
Marian Bergeson Elementary School
Canyon Vista Elementary School
Castille Elementary School
Chaparral Elementary School
Capistrano Home School (formerly CHOOSE)
Concordia Elementary School
Crown Valley Elementary School
R H Dana Elementary School
RH Dana Exceptional Needs Facility
Del Obispo Elementary School
Carl Hankey Elementary K-8 School
Hidden Hills Elementary School
Kinoshita Elementary School
Ladera Ranch Elementary School
Laguna Niguel Elementary School
Las Flores Elementary School
Las Palmas Elementary School
Clarence Lobo Elementary School
John S. Malcom Elementary School
Marblehead Elementary School
Moulton Elementary School
Oak Grove Elementary School
Oso Grande Elementary School
Palisades Elementary School
Philip Reilly Elementary School
San Juan Elementary School
Tijeras Creek Elementary School
Viejo Elementary School
Vista Del Mar Elementary School
Wagon Wheel Elementary School
George White Elementary School
Wood Canyon Elementary School

7160.1

H&O: #74727 v2

Illuminate Data and Assessment Licensing Agreement

B-8

Capistrano Unified School District - April 2011

Middle Schools

Aliso Viejo Middle School
Arroyo Vista School (K8)
Bernice Ayer Middle School
Carl Hankey K-8 School
Don Juan Avila Middle School
Ladera Ranch Middle School
Las Flores Middle School
Marco Forster Middle School
Newhart Middle School
Niguel Hills Middle School
Shorecliffs Middle School
Vista del Mar Middle School

High Schools

Aliso Niguel High School
Capistrano Valley High School
Dana Hills High School
San Clemente High School
San Juan Hills High School
Serra High School
Tesoro High School

EXHIBIT "B"

TASK LIST

Date	Task
May 2011	Initial Implementation Meeting (Data conversion, Customizations)
May/June 2011	Data Conversion and Imports
June/July 2011	District begins using Illuminate DnA system

**EXTENSION OF
SOFTWARE LICENSE AND SUPPORT AGREEMENT**


(Capistrano Unified School District)

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation ("**Vendor**"), and Capistrano Unified School District ("**District**") entered into as of May 26, 2011, 2011 (the "**Agreement**"), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2012, is hereby extended until June 30, 2013. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of May 15, 2012, 2012.

ILLUMINATE EDUCATION, INC.


By:


Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By:

Print:


Terry Fluent

Title:

Director, Purchasing

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 1213-01 – Plumbing Service, called for an original contract period of July 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing of Santa Ana, pursuant to Bid No. 1213-01, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$300,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Pacific Plumbing Company of Santa Ana

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

Bid 1213 -01 Plumbing Service
Pacific Plumbing Company of Santa Ana

BID PRICE SHEET
JULY 1, 2013 – JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/ Holiday Per Hour
1. Journeyman Plumber	\$ 81.34	\$ 122.01	\$ 122.01
2. Apprentice Plumber - 70% or greater	\$ 56.84	\$ 85.26	\$ 85.26
3. Laborer	\$ 49.98	\$ 74.97	\$ 74.97

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 29, 2013

Sent via e-mail Adolph@pacificplumbing.com
US Mail

Adolph Novello, Vice President
Pacific Plumbing Company of Santa Ana
615 E. Washington Avenue
Santa Ana, CA 92701

Subject: Extension of Bid No. 1213-01 – Plumbing Service

Dear Mr. Novello:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid 1213 –01 Plumbing Service
Pacific Plumbing Company of Santa Ana

BID PRICE SHEET
JULY 1, 2013 – JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing July 1, 2012 – June 30, 2013			Proposed Pricing July 1, 2013 – June 30, 2014		
	Straight Time Per Hour	Overtime Per Hour	Weekend/ Holiday Per Hour	Straight Time Per Hour	Overtime Per Hour	Weekend/ Holiday Per Hour
1. Journeyman Plumber	\$ 83.00	\$ 124.50	\$ 124.50	\$	\$	\$
2. Apprentice Plumber - 70% or greater	\$ 58.00	\$ 87.00	\$ 87.00	\$	\$	\$
3. Laborer	\$ 51.00	\$ 76.50	\$ 76.50	\$	\$	\$

EQUIPMENT	Current Pricing July 1, 2012 – June 30, 2013		Proposed Pricing July 1, 2013 – June	
	Rate	Price	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 ½' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00	Hourly	\$
5. Generator	Hourly	\$ 5.00	Hourly	\$
6. Compactor	Hourly	\$ 10.00	Hourly	\$
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00	Hourly	\$
8. Video analysis	Hourly	\$ 25.00	Hourly	\$



PROPOSAL

April 15, 2013

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

RE: Bid No. 1213-01 Plumbing Service
July 1, 2013 through June 30, 2014

I would like to take the time to say thank you to you and Capistrano Unified School District for allowing Pacific Plumbing the opportunity to service a large school district of your size for over four years. We here at Pacific Plumbing strive to meet all work related challenges. We would also like to say thank you for all your trust and confidence in Pacific Plumbing to work in your school environment.

We would like to have the contract extended for an additional 12 month period. In the beginning of your letter, you stated the board was looking for a rate reduction after looking back from 2008, we have met all requests on the rate reductions. All of our employees are part of the union and their wages are voted on by the members. They receive annual raises in June which is mandatory for Pacific Plumbing to follow. We have not passed on any increases so far. What we can do is offer a 2% rate reduction on labor. Please see the attached rate sheet.

Again thank you for all your business!

Sincerely,
Pacific Plumbing Co. of Santa Ana

A handwritten signature in black ink, appearing to read "Adolph Novello".

Adolph Novello
Vice President

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid 1213-01 Plumbing Service
Pacific Plumbing Company of Santa Ana

BID PRICE SHEET

JULY 1, 2013 - JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing July 1, 2012 - June 30, 2013			Proposed Pricing July 1, 2013 - June 30, 2014		
	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Journeyman Plumber	\$ 83.00	\$ 124.50	\$ 124.50	\$ 81.34	\$ 122.01	\$ 122.01
2. Apprentice Plumber - 70% or greater	\$ 58.00	\$ 87.00	\$ 87.00	\$ 56.84	\$ 85.26	\$ 85.26
3. Laborer	\$ 51.00	\$ 76.50	\$ 76.50	\$ 49.98	\$ 74.97	\$ 74.97

EQUIPMENT	Current Pricing July 1, 2012 - June 30, 2013		Proposed Pricing July 1, 2013 - June 30, 2014	
	Rate	Price	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00	Hourly	\$ 25.00

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Pacific Plumbing Company of Santa Ana, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-01, PLUMBING SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICTS Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions -- Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than **\$1,000,000.00**

Property Damage Insurance
in an amount not less than **\$1,000,000.00**

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A
11. Labor Compliance Program: N/A
12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CALIFORNIA, and that ADOLPH W. NOVELLO, whose title is VICE PRESIDENT, is authorized to act for and bind the corporation.
13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

CONTRACTOR:

By: _____

Signature

Print Name

Title

By: _____

Signature

Print Name

Title

Contractor's License No.

Tax ID Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning July 1, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$150,000.
This amount may be increased by mutual agreement of both parties.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Journeyman Plumber	\$ 83.00	\$ 124.50	\$ 124.50
2. Apprentice Plumber - 70% or greater	\$ 58.00	\$ 87.00	\$ 87.00
3. Laborer	\$ 31.00	\$ 46.50	\$ 46.50

EQUIPMENT	Rate	Price
4. Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Hourly	\$ 100.00
5. Generator	Hourly	\$ 5.00
6. Compactor	Hourly	\$ 10.00
7. 12 cubic yard dump truck w/Driver	Hourly	\$ 105.00
8. Video analysis	Hourly	\$ 25.00

Each individual bid item shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

E. STEWART AND ASSOCIATES, INCORPORATED

Bid No. 1213-02 – Weed Abatement Service, called for an original contract period of June 1, 2012 through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with E. Stewart and Associates, Incorporated, pursuant to Bid No. 1213-02, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$150,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

E. Stewart and Associates, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Capistrano Unified School District

**Bid No. 1213-02 – Weed Abatement Service
E. Stewart & Associated, INC.**

**Bid Price Sheet
July 1, 2013 TO June 30, 2014**

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour
1. Supervisor	\$ 13.50
2. Foreman	\$ 13.50
3. Laborer	\$ 13.50

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$ 108.00
5. D4C Cat Dozer	Hourly	\$ 103.50
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 49.50
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 49.50
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 49.50
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 54.00
Equivalent: Cat 289C w/chipper	Hourly	
9. F450 Dump Truck	Hourly	\$ 54.00
10. F650 Dump Truck	Hourly	\$ 54.00

Exhibit A

Capistrano Unified School District

Bid No. 1213-02 – Weed Abatement Service
E. Stewart & Associated, INC.

Bid Price Sheet
July 1, 2013 TO June 30, 2014

EQUIPMENT	RATE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 45.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 90.00
13. 446 Cat Backhoe	Hourly	\$ 90.00
14. John Deere 450 G Loader	Hourly	\$ 54.00



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
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LYNN HATTON
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ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 29, 2013

Edwin W. Stewart, President
E. Stewart and Associates, Inc.
1000 Calle Negocio
San Clemente, CA 92673

Subject: Extension of Bid No. 1213-02 – Weed Abatement Service

Dear Mr. Stewart:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
1. Supervisor	\$ 15.00	\$
2. Foreman	\$ 15.00	\$
3. Laborer	\$ 15.00	\$

		Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
EQUIPMENT	RATE	PRICE	PRICE
4. 963 Cat Loader	Hourly	\$ 120.00	
5. D4C Cat Dozer	Hourly	\$ 115.00	
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 55.00	
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 55.00	
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 55.00	
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 60.00	
Equivalent: Cat 289C w/chipper	Hourly	\$ 60.00	
9. F450 Dump Truck	Hourly	\$ 50.00	
10. F650 Dump Truck	Hourly	\$ 60.00	

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

EQUIPMENT	RATE	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
		PRICE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 50.00	
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 100.00	
13. 446 Cat Backhoe	Hourly	\$ 100.00	
14. John Deere 450 G Loader	Hourly	\$ 60.00	

E. Stewart and Associates, Inc.

1000 Calle Negocio
San Clemente, CA 92673
(949) 498-9250
FAX (949) 498-4961

April 4, 2013

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

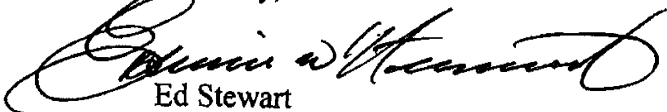
Subject: Extension of Bid No. 1213-02 Weed Abatement Service

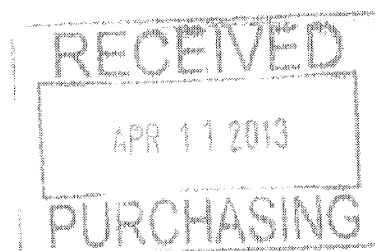
Dear Vicki,

Thank you for your recent letter. We wish to extend our contract for an additional 12 month period. We agree to reduce all our fees by 10 percent for the renewal period July 1, 2013 through June 30, 2014.

Please contact us, should you have any questions or require further information.

Sincerely,


Ed Stewart



Capistrano Unified School District

BID NO. 1213-02 - WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

HOURLY LABOR RATES (Portal to Portal)	Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
1. Supervisor	\$ 15.00	\$ 13.50
2. Foreman	\$ 15.00	\$ 13.50
3. Laborer	\$ 15.00	\$ 13.50

		Current Pricing June 1, 2012 to June 30, 2013	Proposed Pricing July 1, 2013 to June 30, 2014
EQUIPMENT	RATE	PRICE	PRICE
4. 963 Cat Loader	Hourly	\$ 120.00	\$ 108.00
5. D4C Cat Dozer	Hourly	\$ 115.00	\$ 103.50
6. John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$ 55.00	\$ 49.50
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$ 55.00	\$ 49.50
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$ 55.00	\$ 49.50
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$ 60.00	\$ 54.00
Equivalent: Cat 289C w/chipper	Hourly	\$ 60.00	\$ 54.00
9. F450 Dump Truck	Hourly	\$ 50.00	\$ 45.00
10. F650 Dump Truck	Hourly	\$ 60.00	\$ 54.00

Capistrano Unified School District

BID NO. 1213-02 – WEED ABATEMENT SERVICE
E. STEWART & ASSOCIATES, INC.

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

EQUIPMENT	RATE	Current Pricing	Proposed Pricing
		June 1, 2012 to June 30, 2013	July 1, 2013 to June 30, 2014
		PRICE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 50.00	\$ 45.00
13. Freightliner 4,800 gallon Water Truck	Hourly	\$ 100.00	\$ 90.00
13. 446 Cat Backhoe	Hourly	\$ 100.00	\$ 90.00
14. John Deere 450 G Loader	Hourly	\$ 60.00	\$ 54.00

XIII. AGREEMENT

THIS AGREEMENT, dated May 24, 2012, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and E. Stewart and Associates, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1213-02, WEED ABATEMENT SERVICE**, according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay the CONTRACTOR, for work performed under this Agreement, at the line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Purchase Order and shall be completed within the time specified by Director of Maintenance/Operations and Construction or Designee on behalf of the DISTRICT. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement or if there is a nonappropriation of funds or insufficient funds, then this Agreement shall terminate or be suspended as set forth in General Conditions – Default by Contractor.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions - Insurance. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than

\$1,000,000.00

and

Subject to the same limit for each
person on account of one accident,
in an amount not less than

\$1,000,000.00

Property Damage Insurance
in an amount not less than

\$1,000,000.00

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than

\$1,000,000.00

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Company Name E. Stewart and Associates, Inc

10. Escrow Agreement: N/A
11. Labor Compliance Program: N/A
12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA and that Edwin W. Stewart, whose title is CEO, is authorized to act for and bind the corporation.
13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: Terry Fluent

Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR:

By: Edwin W. Stewart

Signature

Edwin W. Stewart
Print Name

CEO
Title

027953389
Contractor's License No.

20-0641779
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

CONTRACT TERM

The terms of this base contract is for one year beginning June 1, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

Annual expenditures under this contract are not to exceed \$100,000.
This amount may be increased by mutual agreement of both parties.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage, to be provided at bid opening.

HOURLY LABOR RATES (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend / Holiday Per Hour
1. Supervisor	\$15.00	\$	\$
2. Foreman	\$15.00	\$	\$
3. Laborer	\$15.00	\$	\$

Quote Equipment Listed or Note Equivalent Make and Model Quoting

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$120.00
Equivalent:	Hourly	\$
5. D4C Cat Dozer	Hourly	\$115.00
Equivalent:	Hourly	\$
6. John Deere 3255 Tractor w/8' Scraper, 12' Scraper, Mower and 12' Disk	Hourly	\$55.00
Equivalent: John Deere 5525 w/7' scraper, 7' mower, 8' disk	Hourly	\$
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$55.00
Equivalent: Cat 289c Rubber Track Loader w/attachments	Hourly	\$55.00
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$60.00
Equivalent: Cat 289C w/chipper	Hourly	\$60.00
9. F450 Dump Truck	Hourly	\$50.00
Equivalent:	Hourly	\$

EQUIPMENT		RATE	PRICE
10. F650 Dump Truck			
Equivalent:		Hourly	\$60.00
		Hourly	\$
11. John Deere 450 G Crawler			
Equivalent:		Hourly	\$50.00
		Hourly	\$
13. Freightliner 4,800 gallon Water Truck			
Equivalent:		Hourly	\$100.00
		Hourly	\$
13. 446 Cat Backhoe			
Equivalent:		Hourly	\$100.00
		Hourly	\$
14. John Deere 450 G Loader			
Equivalent:		Hourly	\$60.00
		Hourly	\$

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Bid No. 1112-05 – Electrical Supplies and Materials, called for an original contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 1112-05, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Consolidated Electrical Distributors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Attachment A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials
Consolidated Electrical Distributors, Inc.

Bid Price Sheet
July 1, 2013 – June 30, 2014

CONDUIT

		Percentage Discount
4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

FITTINGS

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE

50,000	THHN (copper)	64.4 %
--------	---------------	--------

BOXES

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

WIRING DEVICES

25,000	Commercial	55.8 %
--------	------------	--------

DISTRIBUTION EQUIPMENT

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

MISCELLANEOUS

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

April 1, 2013

Erik Klipfel, Manager
Consolidated Electrical Distributors, Inc.
446 Calle De Los Molinos
San Clemente, CA 92672

Subject: Extension of Bid No. 1112-05 – Electrical Supplies and Materials

Dear Mr. Klipfel:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 22, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

Capistrano Unified School District

BID NO. 1112-05
ELECTRICAL SUPPLIES AND MATERIALS
CONSOLIDATED ELECTRICAL DISTRIBUTORS

BID PRICE SHEET
JULY 1, 2013 TO JUNE 30, 2014

CONDUIT		Original Contract Pricing July 1, 2012 – June 30, 2013	New Proposed Pricing July 1, 2013 June 30, 2014
4,000	Galvanized	73.5%	%
5,000	EMT	78.5%	%
10,000	PVC 40	58.5%	%
1,000	Flex (Aluminum)	47.2%	%
5,000	Sealtite	61.1%	%

FITTINGS			
800	Galvanized	60.7%	%
800	EMT	82.0%	%
800	PVC 40	72.6%	%
1,000	Sealtite	47.0%	%
100	Channel Fittings	62.0%	%

WIRE			
50,000	THHN (copper)	64.4%	%

BOXES			
100	Steel	81.2%	%
100	Screwdriver and Raintite Enclosures	37.7%	%

WIRING DEVICES			
25,000	Commercial	55.8%	%

DISTRIBUTION EQUIPMENT			
6	Metering	79.0%	%
5	Panels	79.0%	%
75	Breakers	51.0%	%

MISCELLANEOUS			
500	Fuses	57.0%	%
Each	Lamps	73.3%	%
Each	Ballasts	72.8%	%

April 5, 2013
RE: Bid No. 112-05
Electrical Supplies and Materials.

Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Ms. Byers:

This letter is to request renewal of **Bid No. 1112-05** for the procurement of electrical supplies and materials from CED San Clemente.

After due consideration on the District's request for a reduced bid for the next 12-month period, CED San Clemente will have to decline. It would be financially irresponsible to continue the level of service we provide at price levels lower than we are currently selling based on the current market conditions. There are currently several categories which we are selling material to the district below our actual cost.

As a parent of a child at Truman Benedict E.S. I am well aware of the financial crisis facing CUSD and its students. There have been several opportunities this past year that we have been able to override the current discount schedule and offer a deeper discount to save the District money on electrical materials. Our sales people have been informed to increase the discount offered on items ordered whenever possible to assist the District with its financial challenges.


We see ourselves as a partner with CUSD and want us both to get through these challenging financial times we are facing. We stand behind our decisions made at bid time for the discounts that we offered and will continue to honor the original bid in spite of some losses. We sincerely value the relationship we have with the District, and if there was any way possible to lower current commodities discounts across the board by 10% we would.

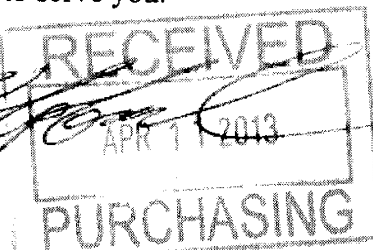
We will continue work to reduce the costs on those items that we order out special for the District that are not covered by the bid price sheet. I would estimate that 25-30% of the orders placed do not fall into one of the commodities categories on the bid price sheet, and that they are higher dollar items due to the fact that they are replacement parts for fixtures, etc. We hope that this will be acceptable to the District as a compromise between CED San Clemente and the District given both of our current financial situations during these difficult times. I would estimate that we can save 5-10% on this segment of material purchases.

CED San Clemente agrees to renew said contract with no changes to the originally quoted discounts. This renewal is pursuant to section IV, paragraph I, of the original agreement, and will be for the period beginning July 1, 2013 through June 30, 2014.

We look forward to continuing our long-term relationship with the Capistrano Unified School District in the upcoming fiscal year. Thank you for the opportunity to serve you.

Sincerely,


Erik Klipfel
Manager



659

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM

- A. Pursuant to the DISTRICT'S "Notice Calling for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the bid documents, 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:

**ELECTRIC SUPPLIES AND MATERIALS
BID NO. 1112-05**

BID PRICE SHEET

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the **Electrical Distributors Price Directory (distributed by Trade Service Corporation)** as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount from end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:

Discount Percentage

CONDUIT 10%

4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

FITTINGS 10%

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE 30%

50,000	THHN (copper)	64.4 %
--------	---------------	--------

BOXES 5%

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

WIRING DEVICES 10%

25,000	Commercial	55.8 %
--------	------------	--------

DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

MISCELLANEOUS 30%

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

- 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 Calling For Bids.
- C. Bidder agrees to complete the order within five (5) days after receipt of order unless the items are Special Order in which the District is to be notified immediately.
- 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 Erik Klipfel

whose title is Mgr. authorized to act for and bind the corporation.

- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment, materials and supplies under the same terms and conditions:

☒ Yes, other public agencies may purchase from this Bid.

☐ No, other public agencies may not purchase from this Bid.

- I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: ☒ option granted ☐ option not granted

Extension option for a second year: ☒ option granted ☐ option not granted

- J. The Bidder has read and fully understands all documents contained and referenced in this bid.

- K. I, E. Klipfel, the Mgr. (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct. The Bidder agrees to comply with all terms and conditions in the bid documents.

COMPANY

Name of Company: Consolidated Electrical Dist., Inc.

Signed by: [Signature]

Print Name: Erik Klipfel

Date: May 31, 2011

Business Address: 446 Calle De Los Molinos,
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: _____

Signed by: _____ Partner

Print Name: _____

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name of Corporation: Consolidated Electrical
Distributors, Inc.

(a _____ Corporation*)

Business Address: 446 Calle De Los Molinos,
San Clemente, CA 92672

Signed by: Erik Klipfel President**,

Print Name: Erik Klipfel

Date: May 31, 2011

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name of Joint Venture: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Print Name: _____

Doing Business as: _____;

Date: _____

If a Partnership: _____

Signed by: _____, Partner

Print Name: _____

Date: _____

If a Corporation: _____

(a _____ Corporation)

Signed by: _____

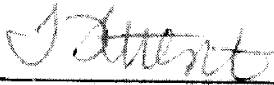
Print Name: _____

Date: _____

Title: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

AGREEMENT ACCEPTED BY DISTRICT

Signed by: 

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 7/1/2011

CONTRACT TERM

The term of this base contract is for one year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

Base contract July 1, 2011 through June 30, 2012

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Bid No. 1112-05 – Electrical Supplies and Materials, called for an original contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 1112-05, shall be extended an additional 12 months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$100,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Consolidated Electrical Distributors, Inc.

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

7/2/12

By: _____

Signature

Erik Klipsel

Print Name

Mgr.

Title

Date: _____

6/12/12

Attachment A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials
Consolidated Electrical Distributors

Bid Price Sheet
July 1, 2012 – June 30, 2013

		Percentage Discount
4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

FITTINGS

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE

50,000	THHN (copper)	64.4 %
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BOXES

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

WIRING DEVICES

25,000	Commercial	55.8 %
--------	------------	--------

DISTRIBUTION EQUIPMENT

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

MISCELLANEOUS

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

EXTENSION OF AGREEMENT NO. I1112002

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALL GREEN ELECTRONICS RECYCLING, LLC

Independent Contractor Agreement No. I1112002 called for an original contract period of May 26, 2011 through June 30, 2012.

The contract with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

All Green Electronics Recycling, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

- | | |
|---|------------------------|
| 1. Guaranteed HD destruction --- no certification | |
| 2. Certified Data destruction | \$3/ drive |
| 3. DOD Certified wipe (seven wipes) | \$5/ drive |
| 4. Certified Physical HD Destruction | \$15 / drive |
| 5. Secure Cage Removal | \$20 / drive |
| | \$135: any # that fits |

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 60 day terms after the pick up)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
Televisions & Monitors (CRTs, LCD, Projection, Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT

JOSEPH M. FARLEY, ED. D.

Sent via e-mail djund@allgreenrecycling.com

Subject: Extension of Contract No. I1112002 – Collection, Data Destruction and Recycling of Electronics, Equipment and Materials

Dear MR. Jund:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2013 through June 30, 2014. A Copy of your current contract pricing is enclosed for your review with separate columns to list your proposed pricing. **Should your company wish to extend the contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 26, 2013.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing

enc: 2012-2013 Fee Schedule

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

1. Guaranteed HD destruction --- no certification	\$4 per drive
2. Certified Data destruction	\$6 per drive
3. DOD Certified wipe (seven wipes)	\$18 per drive
4. Certified Physical HD Destruction	\$25 per drive
5. Secure Cage Removal	\$150; any # that fits

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payments to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
Televisions & Monitors (CRTs, LCD, Projection, Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

Dave Jund
Recycling Services
15561 Del Amo Ave
Tustin, CA 92780

April 23, 2013

Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

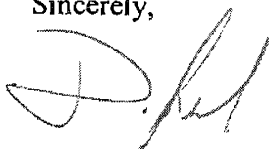
Dear Ms. Antifae:

It is with great pleasure that I send this letter requesting an extension of the e-Waste Recycling Services Contract between All Green Electronics Recycling and Capistrano Unified School District from July 1, 2013 through June 30, 2014.

Please find the attached pricing modifications to the original contract based on the request from the District's Board of Trustees. In addition, please see the amendment regarding compensation terms to the District from the previous 30 net days to 60 net days. All Green is very appreciative of this previously agreed upon extension.

Thank you again for the opportunity to serve as a vendor for the Capistrano Unified School District.

Sincerely,



Dave Jund
Recycling Services

15561 Del Amo Avenue, Tustin, CA 92780
P: (714) 633-4104 F: (714) 464-4607

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
 - i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked “cage”
 - iii. Locked “cage” has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

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- | | |
|---|------------------------|
| 1. Guaranteed HD destruction --- no certification | \$3/ drive |
| 2. Certified Data destruction | \$5/ drive |
| 3. DOD Certified wipe (seven wipes) | \$15 / drive |
| 4. Certified Physical HD Destruction | \$20 / drive |
| 5. Secure Cage Removal | \$135: any # that fits |

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

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3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 60 day terms after the pick up)

Items To Be Recycled By All Green

Payment to CUSD

Televisions & Monitors (CRTs, LCD, Projection , Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

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- Name of school, address and contact person at the school
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- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. II112002



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and All Green Electronics Recycling, LLC hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Collection, data destruction and recycling of electronics, equipment and materials District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 26, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. II112002

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for services per fee schedule

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in-independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 11112002

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. II112002

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

All Green Electronics Recycling, LLC
15561 Del Amo Ave.
Tustin, CA 92780

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. II112002

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF May, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

May 25, 2011

Board Approval Date

Initials/Date BH 5/5/11

All Green Electronics Recycling, LLC

Contractor Name

Signature: Arman Sadeghi

Arman Sadeghi

Typed or Printed Name

CEO

Title

27-0652959

Taxpayer Identification Number

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

- | | |
|---|------------------------|
| 1. Guaranteed HD destruction --- no certification | \$4 per drive |
| 2. Certified Data destruction | \$6 per drive |
| 3. DOD Certified wipe (seven wipes) | \$18 per drive |
| 4. Certified Physical HD Destruction | \$25 per drive |
| 5. Secure Cage Removal | \$150: any # that fits |

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
Televisions & Monitors (CRTs, LCD, Projection , Etc.)	\$.10 per pound
Computers (Desktop, Tower, Laptop, Server, Etc.)	\$.10 per pound
Cellular Phones	\$.10 per pound
All other electronics	No fee and no payment

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

3. Yes, the All Green staff is bonded and cleared to visit school sites. All Green can provide a Certificate of Insurance, if necessary, as well.
4. Yes, All Green offers guaranteed data destruction of hard drives with a Certificate of Destruction based on the fee structure above. This fee can be subtracted from the total payment to CUSD of the CRTs and CPUs resulting in a NET amount to CUSD.
5. Yes, All Green will pay for certain material at the rate described above.
6. All Green will not charge CUSD for pick ups.
7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.
8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.

9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.

These events can vary in size. For Example:

- All Green can facilitate a "Bring your electronics to school event" for all the parents and students
- OR
- All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.



DATA DESTRUCTION FEE SCHEDULE

LEVEL ONE

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

LEVEL TWO

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

EXTENSION OF AGREEMENT NO. I1112002

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALL GREEN ELECTRONICS RECYCLING, LLC

Independent Contractor Agreement No. I1112002 called for an original contract period of May 26, 2011 through June 30, 2012.

The contract with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

All Green Electronics Recycling, LLC

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

7/18/12

By: _____

Signature

DAVID A. JUNG

Title

RECYCLING SERVICES SUPERVISOR

Date: _____

JULY 6, 2012

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
 - i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

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Exhibit A (4 pages)

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4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
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<u>Cellular Phones</u>	<u>\$.10 per pound</u>
<u>All other electronics</u>	<u>No fee and no payment</u>

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

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- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

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1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

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6. All Green will not charge CUSD for pick ups.
7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.
8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.
9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.
These events can vary in size. For Example:

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- OR
- All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.



DATA DESTRUCTION FEE SCHEDULE

LEVEL ONE

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

LEVEL TWO

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 22, 2013
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Argue, Michelle	FS Elem Cashier	Personal	03/15/2011	06/11/2013
2. Campbell, Tracy	Sub Custodian	Letter of Intent	12/11/2012	06/30/2013
3. Carrera, Tammy	Sub Inst Asst-Sp Ed Presch	Letter of Intent	03/29/2012	06/30/2013
4. Coleman, Monica	Sub Student Supvr	Letter of Intent	01/12/2009	06/30/2013
5. Cook, Michael	District Initiated	District Initiated	08/23/2012	05/10/2013
6. Dean, Deirdre	IF-Sp Ed	Voluntary	04/17/2006	06/30/2013
7. DeJean-Murray, Sharon	MS Campus Supvr	Relocation	01/11/2007	05/09/2013
8. Dematteis, Christine	Student Supvr	Letter of Intent	02/04/2004	06/11/2013
9. Dixon, Joseph	IF-Sp Ed	Voluntary	10/26/2012	06/30/2013
10. Fredriksen, Stanislava	Sub Student Supvr	Letter of Intent	01/18/2011	06/30/2013
11. Gallagher-Dennen, Karen	Student Supvr	Voluntary	09/16/2010	06/11/2013
12. Gamache, Patricia	Payroll Specialist	Other Employment	03/09/1998	05/17/2013
13. Golzalez, Judith	Student Supvr	Voluntary	03/03/2011	06/22/2013
14. Hall, Jonathan	Inst Asst-Sp Ed	Voluntary	10/29/2010	06/11/2013
15. Hendrickson, Rachael	IF-Sp Ed	Education	04/26/2012	06/11/2013
16. Hennessy, Linda	IF-Sp Ed	Retirement	09/10/1999	06/01/2013
17. Hernandez, Olga	Sub Student Supvr	Letter of Intent	01/24/2013	06/30/2013
18. Hersom, Lisa	Sub Inst Asst-Presch	Voluntary	09/07/2011	06/30/2013
19. Huang, Sherry	Inst Asst-Sp Ed	Letter of Intent	01/16/2013	06/30/2013
20. Johnson, Suk Han	Sub FS Worker	District Initiated	11/29/2011	04/22/2013
21. Kloepfer, Bethanie	Sub Student Supvr	Letter of Intent	06/23/2011	06/30/2013
22. Lakshminarayana, Namitha	Sub Student Supvr	Letter of Intent	11/15/2012	06/30/2013
23. Lasala-Tuttle, Laurie	Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	Letter of Intent	03/13/2012	06/30/2013
24. Lehr, Irene	Sub FS Worker	Voluntary	07/01/2012	06/30/2013
25. Lo, Yi-Wen	Sub Caregiver-Sp Ed	Letter of Intent	02/25/2011	06/30/2013
26. Lucy, Pat	Elem Sch Clerk	Retirement	12/05/1990	06/21/2013
27. MacKerras, Laura	Sub IF-Sp Ed Sub Inst Asst	Voluntary	06/22/2012	06/30/2013
28. Montoya Jr., Silverio	Sch Bus Driver	Letter of Intent	03/26/1996	06/11/2013
29. Morain, Debra	Sub Campus Supvr Sub MS Campus Supvr	Letter of Intent	06/23/2011	06/30/2013
30. Moreland, Kimberly	Sub Student Supvr	Letter of Intent	09/05/2012	06/30/2013
31. Nava De Castaneda, Juana	Sub Inst Asst-Presch	Letter of Intent	03/29/2006	06/30/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 22, 2013
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
32. Nilsen Badami, Joanna	IF-Sp Ed	Letter of Intent	02/14/2013	06/11/2013
33. Nosworthy, Sandra	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Caregiver-Sp Ed	Letter of Intent	04/29/2005	06/30/2013
34. Padilla, Johanne	Student Supvr	Letter of Intent	09/02/2008	06/11/2013
35. Pestal, Nancy	Sch Secretary II	Retirement	01/27/1997	06/21/2013
36. Peterson, Jane	Sub Elem Library Tech	Voluntary	09/05/2012	06/30/2013
37. Phillips, Joshua	Sub Custodian	Letter of Intent	02/14/2012	04/22/2013
38. Rodriguez, Amy	Sub Student Supvr	Letter of Intent	02/07/2011	04/22/2013
39. Sanchez, Luis	Sub Groundskeeper	Letter of Intent	02/14/2012	06/30/2013
40. Sayegh, April	Inst Asst-Sp Ed	Voluntary	09/20/2010	06/11/2013
41. Sayers, Regina	Sub HS Campus Supvr	Voluntary	09/14/2005	06/30/2013
42. Sebourn, Elizabeth	IF-Sp Ed	Voluntary	11/14/2005	06/11/2013
43. Sherwood, Virginia	Presch Teacher	Retirement	10/17/1983	06/13/2013
44. Sola Morillas, Jorge	Blngl Comm Svcs Liaison	Letter of Intent	11/28/2011	06/12/2013
45. Tambone, Brianne	IF-Sp Ed	Letter of Intent	12/17/2012	06/11/2013
46. Tovar, Regina	Sub Student Supvr	Letter of Intent	09/16/2011	06/30/2013
47. Valerio, Joy	Sub Elem Library Tech	Letter of Intent	08/30/2006	06/30/2013
48. Vela, Janice	Sub IF-Sp Ed	Voluntary	09/11/2012	06/30/2013
49. Wagner, Rebecca	Student Supvr	Voluntary	10/27/2013	06/11/2013
50. Ward, Linda	Sub Inst Asst-Sp Ed Presch	Letter of Intent	05/15/2012	06/30/2013
51. Wastrodowski, Patricia	Sub Clerk	Voluntary	07/01/2002	06/30/2013
52. Wendt, Linda	Head Academic Advisor	Retirement	10/08/1979	07/01/2013
53. Williams, Frank	Sch Bus Driver	Letter of Intent	09/05/1995	06/11/2013
54. Willment, Marisa	Health Asst	Letter of Intent	02/01/2001	06/11/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Bush, Stephanie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/23/2013
56. Janbay, Hala	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/23/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
57. Kane, Jill	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/23/2013
58. McCarthy, Christee	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/23/2013
59. Powell, Amanda	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	05/23/2013
60. Smith, Jaclyn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	05/23/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
61. Arambula, Jesus	Custodian I	\$16.33 hr	R26-1	05/23/2013
62. Argue, Michelle	FS Elem Cashier	\$12.76 hr	R16-1	06/12/2013
	FS Worker	\$12.14 hr	R14-1	
63. Dixon, Joseph	IF-Sp Ed	\$14.79 hr	R22-1	07/01/2013
64. Gallagher-Dennen, Karen	Student Supvr	\$10.00 hr		06/12/2013
65. Gonzalez, Judith	Student Supvr	\$10.00 hr		06/12/2013
66. Padilla, Johanne	Student Supvr	\$10.00 hr		06/12/2013
67. Patterson, Dominique	Student Supvr	\$10.00 hr		05/23/2013
68. Pratt, Joshua	Custodian I	\$16.33 hr	R26-1	05/23/2013
69. Reynolds, Denise	Student Supvr	\$10.00 hr		05/23/2013
70. Sebourn, Elizabeth	Sub IF-Sp Ed	\$14.79 hr	R22-1	06/12/2013
71. Smith, Cayla	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
72. Wanger, Rebecca	Student Supvr	\$10.00 hr		06/12/2013
73. Willment, Marisa	Health Asst	\$16.74 hr	R27-1	06/12/2013

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
74. Ayala, Robert	Student Worker	\$ 8.00 hr	05/01/2013- 06/30/2013
75. Coronado, Amy	Student Supvr	\$10.00 hr	05/23/2013
76. Hawkins, Garrett	Student Worker	\$ 8.00 hr	04/25/2013- 06/30/2013
77. Hernandez, Angel	Student Worker	\$ 8.00 hr	05/03/2013- 06/30/2013

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
78. Klopfer, Kaitlan	Student Worker	\$8.00 hr	05/01/2013- 06/30/2013
79. Mebus, Kendra	Student Worker	\$8.00 hr	05/01/2013- 06/30/2013
80. Muehl, Kevin	Student Worker	\$8.00 hr	04/25/2013- 06/30/2013
81. Slayton, Benjamin	Student Worker	\$8.00 hr	05/01/2013- 06/30/2013
82. Stambuk-Torres, Andres	Student Worker	\$8.00 hr	04/23/2013- 06/30/2013
83. Whisler, Luke	Student Worker	\$8.00 hr	05/01/2013- 06/30/2013

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Butler, Tim	Track, Boys Varsity (Asst)	Dana Hills HS	\$ 217.40	05/06/2013
85. Crane, Ryan	Track, Girls Varsity (Head)	Dana Hills HS	\$ 347.80	05/06/2013
86. Dedmon, Kristen	Softball, Varsity (Head)	Capistrano Valley HS	\$ 347.80	05/11/2013
87. Hall, Rex	Track, Girls Varsity (Asst)	Dana Hills HS	\$ 260.90	05/06/2013
88. Kendrick, Marc	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 304.40	05/11/2013
89. Machado, Terri	Tennis, Varsity (Head)	Capistrano Valley HS	\$ 326.10	05/04/2013
90. Skelly, Mike	Softball, Varsity (Asst)	Dana Hills HS	\$ 304.40	05/13/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
91. Anderle, Robert	Baseball, Freshman	Aliso Niguel HS	\$1,000.00	06/01/2013- 07/30/2013

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
92. Anderson, Marc	Lacrosse, Boys	San Juan Hills HS	\$2,800.00	07/01/2013- 08/31/2013
93. Cardenas, Erik	Baseball, JV (Asst)	San Juan Hills HS	\$2,500.00	07/01/2013- 08/31/2013
94. Carey, Peter	Soccer, Boys	San Juan Hills HS	\$2,500.00	07/12/2013- 08/30/2013
95. Eaton, Patrick	Volleyball, Boys (Asst)	Tesoro HS	\$2,608.86	12/01/2012- 02/22/2013
96. Gilman, Steven	Baseball, JV (Asst)	San Juan Hills HS	\$2,500.00	07/01/2013- 08/31/2013
97. Goodman, Spenser	Strength/Conditioning, Boys Swimming	Capistrano Valley HS	\$ 500.00	05/13/2013- 06/07/2013
98. Gurback, David	Baseball, Varsity (Asst)	San Juan Hills HS	\$2,500.00	07/01/2013- 08/31/2013
99. Hawthorne, Donald	Track, (Asst)	Aliso Niguel HS	\$ 500.00	06/01/2013- 06/30/2013
100. Kopp, Troy	Football, (Asst)	San Clemente HS	\$2,500.00	05/01/2013- 05/31/2013
101. Kraker, Dave	Strength/Conditioning, Football	Capistrano Valley HS	\$2,174.00	06/01/2013- 07/31/2013
102. Marsh, Eric	Wrestling, Frosh/Soph (Asst)	Aliso Niguel HS	\$1,500.00	04/01/2013- 07/29/2013
103. Morris, Joseph	Football	Dana Hills HS	\$1,000.00	05/20/2013- 06/07/2013
104. Murphy, Brent	Baseball, Freshman	Aliso Niguel HS	\$3,000.00	06/01/2013- 07/30/2013
105. Napora, Justin	Baseball	San Juan Hills HS	\$2,500.00	07/01/2013- 08/31/2013
106. Noland, John	Baseball, Varsity (Asst)	Aliso Niguel HS	\$1,000.00	06/01/2013- 07/30/2013
107. Park, Randy	Strength/Conditioning	San Juan Hills HS	\$4,000.00	07/01/2013- 08/31/2013
108. Smith, Ryan	Football	Dana Hills HS	\$1,000.00	05/20/2013- 06/07/2013
109. Stuart, Cris	Choral	Capistrano Valley HS	\$ 800.00	05/01/2013- 06/06/2013
110. White, Sean	Strength/Conditioning, Football	Capistrano Valley HS	\$2,608.00	06/01/2013- 07/31/2013
111. Williams, Roger	Basketball, Boys	San Juan Hills HS	\$3,000.00	07/12/2013- 08/30/2013

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
112. Worthington, Arielle	Water Polo, Girls (Asst)	Aliso Niguel HS	\$2,000.00	06/24/2013- 07/27/2013
113. Yoder, Curtis	Volleyball, Freshman JV/Varsity	San Juan Hills HS	\$3,180.00	07/01/2013- 08/31/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
114. Coleman, Monica	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	05/23/2013
115. Marandi, Betty Ann	Health Asst (9.5mo/17.5hpw)	\$16.74 hr	R27-1	05/23/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
116. Arenas, Hector	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
117. Baier, Jeannie	Health Asst	\$16.74 hr	R27-1	05/23/2013
118. Gansel, Shayne	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
119. Goyzueta, Leslie	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
120. Jalalian, Maryann	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	
121. Yslas, Angela	IF-Sp Ed	\$14.79 hr	R22-1	05/23/2013
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	

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APPROVE RECLASSIFICATION

<u>Name</u>	<u>Former Classification</u>	<u>Classification</u>	<u>Range Step</u>	<u>Effective Date</u>
122. Sampson, Angela	Caregiver (9mo/25hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	09/08/2009

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
123. Kaczmarek, Sonia	Inst Asst- Sp Ed (9.5mo/17.5hpw)	Health Asst (9.5mo/17.5hpw)	R27-7	05/23/2013
124. Thomas, Kelley	Sch Clerk II (10mo/40hpw)	Elem Sch Clerk (10.5mo/40hpw)	R26-3	08/12/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
125. Afshar, Afrina	Accounting Tech II TAA NTE 10 hrs (Provide accounting support during Fee based program registration)	05/13/2013- 06/30/2013
126. Boulgarides, Gabriela	Bngl Comm Svcs Liaison TAA NTE 10 hrs (Translate for parent conferences) TAA NTE 3.5 hrs (Assist with school clothing and shoe program of the homeless)	03/26/2013- 06/11/2013
127. Bulloch, David	IF-Sp Ed TAA NTE 4 hrs (Assist Special Education student at Tesoro HS Prom)	06/01/2013
128. Cox, Kimberly	IF-Sp Ed TAA NTE 4 hrs (Assist Special Education student at Tesoro HS Prom)	06/01/2013
129. Furniss, Donna	Inst Asst-Sp Ed TAA NTE 4 hrs (Assist Special Education student on field trip)	05/09/2013
130. Gruden, Norma	Bngl Comm Svcs Liaison TAA NTE 15 hrs (Assist with registration and end of the year events)	05/03/2013- 06/11/2013
131. Jarbo, Nicole	IF-Sp Ed TAA NTE 1 hr (Contact parents regarding GRIP spring break soccer camp)	04/05/2013

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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>
132. Perez, Aleida	Blngl Comm Svcs Liaison	07/15/2013-
	TAA NTE 80 hrs (Assist homeless students with enrollment)	09/06/2013
133. Seymour, Annmarie	IF-Sp Ed	05/09/2013
	TAA NTE 4 hrs (Assist Special Education student on field trip)	
134. Tavernetti, Carmen	Blngl CommSvcs Liaison	05/01/2013-
	TAA NTE 5 hrs (Provide CELDT testing)	06/20/2013
	TAA NTE 1.75 hrs (Translate at the CVHS graduation meeting)	
135. Vargas, Sonia	Student Supervisor	05/08/2013-
	TAA NTE 8.5 hrs (Provide childcare during parent education class)	05/29/2013

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
136. McGrail, Ashley	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	12/01/2012`

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
137. Lopez, Laura	Presch Teacher (9.5mo/30hpw)	Presch Teacher	R31-10	07/01/2013- 07/26/2013

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
138. Blitch, Krista	Personal	09/09/2013- 12/02/2013
139. Kazcmarczyk, Heatherann	Personal	02/12/2013- 06/07/2013

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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. Diba-Afrasiabi	Substitute Teacher	Letter of Intent	11/23/2011	05/16/2013
2. Garner, June	Teacher	Retirement	09/02/1988	06/20/1013
3. Gilpin, James	Teacher	Retirement	08/30/2006	06/20/2013
4. Gould, Steven	Substitute Teacher	District Initiated	03/01/2011	05/08/2013
5. Holcomb, Karen	Substitute Teacher	Letter of Intent	12/14/2006	05/07/2013
6. Lascelles, Brandon	Substitute Teacher	Other Employment	09/11/2012	05/07/2013
7. Speidel, Kurt	Substitute Teacher	Letter of Intent	06/14/2012	05/09/2013
8. Yee, Lisa	Substitute Teacher	Letter of Intent	10/11/2012	05/15/2013

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

9. Dietz, Carlene	13. Rafael, Kathleen
10. Hendrickson, Curtis	14. Yen, Jessica
11. Jensen-Howard, Margret	15. Young, Marissa
12. Kim, Ann	

APPROVE AUTISM AUTHORIZATION MENTORS

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
16. Cartisano, Jennifer	\$3,000.00	02/01/2013-06/12/2013
17. Davis, Danielle	\$3,000.00	02/01/2013-06/12/2013
18. Ferguson, Erin	\$3,000.00	02/01/2013-06/12/2013
19. Meyers, Amy	\$3,000.00	02/01/2013-06/12/2013

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
20. Wilmot, Erica	Speech Pathologist-LOA	Speech Pathologist-40%	07/01/2013

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APPROVE ADDITIONAL ASSIGNMENTS

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hpw instructional pay @ \$35.00 per hour
04/05/2013-06/30/2013

- | | |
|-------------------------|----------------------|
| 21. Chaaban, Manar | 28. Pagel, Velda |
| 22. Cowell, Sarah | 29. Paulsen, April |
| 23. Doyle, LaRonda | 30. Perez, Deanna |
| 24. Gibson, Christine | 31. Rigby, Michael |
| 25. Martinez, Judy | 32. Wagner, Mark |
| 26. McDermott, Kimberly | 33. Walders, Brannon |
| 27. Niemeyer, Paul | 34. Workman, Ken |

ELL After-School Intervention – Lobo Elem

Not to exceed 10 hours instructional pay @ \$35.00 per hour
03/01/2013-06/11/2013

35. Gavin, Taine

Training for Piloting the CUSD Board Approved Bullying Prevention Program – Lobo Elem

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
10/23/2012

36. Weber, Freda

Development of Instructional Support Correlating with Common Core Standards and
Technology for Title I Students – Marblehead Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
04/19/2013-06/11/2013

- | | |
|-----------------|-------------------|
| 37. James, Doug | 38. McGraw, Randy |
|-----------------|-------------------|

SIOP Development – Capistrano Valley HS

Not to exceed 19 hours non-instructional pay at \$30.00 per hour
03/25/2013-06/11/2013

- | | |
|--------------------------|---------------------------|
| 39. Baker, Kent | 49. Kubba, Dina |
| 40. Chaaban, Manar | 50. Lee, Christina |
| 41. Cintas, Heather | 51. Martin, Angela |
| 42. Enmeier, Mark | 52. Peternell, Morgan |
| 43. Fransen, Craig | 53. Peyton, Jeanne |
| 44. Greger, Frank | 54. Phelps, Susan |
| 45. Gutierrez, Robert | 55. Ridill, Bruce |
| 46. Hogan, Joyce | 56. Sanchez, Lynn |
| 47. Khalil, Amal | 57. Sola Pelzel, Brittney |
| 48. Kruse-Morgan, Shauna | 58. Sorrell, Jason |

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Teach Adult Education Summer Program – Adult Education

Not to exceed 40 hpw @ \$32.00 per hour

07/01/2013-08/31/2013

59. Dempsey, Patrice

Make-Up GATE Testing – Education Services

Not to exceed 4 hours instructional pay @ \$35.00 per hour

03/02/2013

60. Bastianello, Chris

61. Bennett, Katie

62. Buckman, Jon

63. Cappello, Annalee

64. Fragassi, Joe

65. Gray, Celeste

66. Gray, Jim

67. Heidner, Christy

68. Kashima, Mike

69. Kleindienst, Michelle

70. McCullough, Stephen

71. Peterson, Susan

72. Robinson, Katie

73. Steidle, Gwynne

74. Walkers, Brandon

75. Wiseman, Holly

Placement Tests and Common Core – Education Services

Not to exceed 158 hours non-instructional pay @ \$30.00 per hour

07/01/2013-09/10/2013

76. Chamberlain, David

Preschool Assessment Team – Special Education

Not to exceed 20 hours pay @ hourly per diem rate

01/24/2013-02/10/2013

77. Antonius, Lynda

78. Bland, Lisa

79. Brown, Susan

80. Eaton, Andee

Home/Hospital Instruction Extended School Year – Special Education

Not to exceed 5 hpw pay at hourly per diem rate

07/01/2013-07/26/2013

81. Butler, Susan

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
82. Lohmeier, Julie	Outdoor Education, Elementary	Hankey Elem	\$109.00 per night	05/20/2013- 05/24/2013
83. Schoonover, Elisa	Outdoor Education, Elementary	Hankey Elem	\$109.00 per night	05/20/2013- 05/24/2013

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
84. Botelho, Margo	Softball, Varsity (Head)	Dana Hills HS	\$347.80	05/13/2013
85. Dunn, Craig	Track, Boys Varsity (Head)	Dana Hills HS	\$347.80	05/06/2013
86. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$347.80	05/11/2013
87. Goldstone, Ken	Volleyball, Boys Varsity (Head)	San Clemente HS	\$326.10	05/02/2013
88. Green, Justin	Tennis, Boys Varsity (Head)	Dana Hills HS	\$326.10	05/06/2013
89. Higginson, Patrick	Swimming, Girls Varsity (Head)	Capistrano Valley HS	\$326.10	05/04/2013
90. Hurlbut, Mike	Golf, Boys Varsity (Head)	San Clemente HS	\$163.05	05/04/2013
91. Laster, Don	Swimming, Girls Varsity (Head)	San Clemente HS	\$326.10	05/04/2013
92. Miller, Michael	Volleyball, Boys Varsity (Head)	Capistrano Valley HS	\$326.10	05/02/2013
93. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	\$326.10 \$163.05	05/04/2013
94. Nolan, Catherine	Track, Girls Varsity (Head)	San Juan Hills HS	\$173.90	05/06/2013
95. Parker, Marc	Swimming, Boys Varsity (Head)	San Clemente HS	\$326.10	05/04/2013
96. Sayles, Kenneth	Track, Boys Varsity (Head) Girls Varsity (Head)	Capistrano Valley HS	\$347.80 \$347.80	05/04/2013
97. Schultz, Brian	Surfing, Varsity (Head)	Capistrano Valley HS	\$326.10	04/20/2013

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
98. Stephens, John	Tennis, Boys Varsity (Head)	San Clemente HS	\$ 326.10	05/02/2013
99. Summers, Robert	Track, Boys Varsity (Head)	San Juan Hills HS	\$ 173.90	05/06/2013
100. Yancey, Steven	Swimming, Boys Varsity (Head)	Capistrano Valley HS	\$ 326.10	05/04/2013
101. York, Mark	Track, Boys Varsity (Asst)	Capistrano Valley HS	\$ 260.90	05/04/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
102. Ahlberg, Mark	Strength/Conditioning, Basketball, Girls JV/Varsity	Capistrano Valley HS	\$ 2,770.00	06/12/2013- 07/31/2013
103. Brail, Richard	Baseball, Varsity (Head) Frosh/Soph	Tesoro HS	\$ 5,652.00	05/13/2013- 08/01/2013
104. Colwell, Greg	Wrestling, Varsity (Head) Frosh/Soph (Head)	Aliso Niguel HS	\$ 9,500.00	04/01/2013- 07/19/2013
105. Dollar, Chris	Strength/Conditioning, Golf, Girls	Capistrano Valley HS	\$ 2,174.00	06/12/2013- 07/31/2013
106. Gustafson, Ryan	Strength/Conditioning, Lacrosse, Girls	Capistrano Valley HS	\$ 3,261.00	06/12/2013- 07/31/2013
107. Hambrick, Kelly	Basketball, Boys	San Juan Hills HS	\$ 3,500.00	07/01/2013- 08/30/2013
108. Hanson, Craig	Baseball, Varsity (Head) Frosh/JV (Head)	Aliso Niguel HS	\$10,200.00	06/01/2013- 07/30/2013
109. Kincaid, Mitzi	Volleyball, JV/Varsity Frosh	San Juan Hills HS	\$ 7,680.00	07/01/2013- 08/31/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 22, 2013
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
110. Kokx, Aaron	Baseball, Varsity (Asst) Frosh/JV (Asst)	Aliso Niguel HS	\$6,000.00	06/01/2013- 07/30/2013
111. Lynch, Erick	Water Polo, Girls Varsity (Head) Girls JV (Head)	Aliso Niguel HS	\$6,000.00	06/24/2013- 07/27/2013
112. Mashburn, Andrew	Football, (Asst)	Tesoro HS	\$3,478.00	04/01/2013- 06/07/2013
113. Minier, Michael	Strength/Conditioning, Golf, Girls	Capistrano Valley HS	\$3,261.00	06/12/2013- 07/31/2013
114. Ortiz, Jaime	Football, (Head)	San Clemente HS	\$3,850.00	05/01/2013- 06/09/2013
115. Polk, Richard	Volleyball, (Head)	Tesoro HS	\$3,261.00	12/01/2012- 02/22/2013
116. Poston, Matthew	Football, (Head)	Tesoro HS	\$3,913.00	04/01/2013- 06/07/2013
117. Wood, Joe	Football, (Asst)	San Clemente HS	\$2,500.00	05/01/2013- 05/31/2013
118. Wooten, Jeremey	Baseball, JV/Varsity	San Juan Hills HS	\$6,600.00	07/01/2013- 08/31/2013

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
119. Hegarty, Alison	Personal	2013-2014
120. Kruszewski, Desiree	Personal	2013-2014
121. Olsen, Kathrine	Personal	2013-2014
122. Todd, Jennifer	Personal	2013-2014