

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

REVISED
2-22-13

BOARD OF TRUSTEES
Regular Meeting

February 27, 2013

Closed Session 5:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION EXHIBIT 3A

Number of Cases - One
Superior Court of the State of California
County of Orange
Case Number 30-2011-00509686
(Pursuant to Government Code §54956.9(a))

B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

EXHIBIT 3B1-B2

- 1) Director V, Informal Dispute Resolution Specialist
 - 2) Manager IV, Fiscal Services (two positions)
- (Pursuant to Government Code §54957)

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

EXHIBIT 3C1-C2

Number of Positions - Two
(Pursuant to Government Code §54957)

D. STUDENT EXPULSIONS

EXHIBIT 3 D1-D8

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

E. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

EXHIBIT 3E

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

PUBLIC HEARING: Agenda Item #1–Boundary Adjustments for Barcelona Hills Study Areas

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

*National Merit Semifinalists
National Achievement Scholarship Program Semifinalist
National Hispanic Scholars*

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARING

1. PUBLIC HEARING – BOUNDARY ADJUSTMENTS FOR BARCELONA HILLS STUDY AREAS:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on boundary adjustments for Barcelona Hills study areas. Supporting information is located in Exhibit 2.

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

Staff Recommendation:

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

DISCUSSION/ACTION ITEMS

2. BOUNDARY ADJUSTMENTS FOR BARCELONA HILLS STUDY AREAS:

DISCUSSION/
ACTION
Page 1
EXHIBIT 2

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

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 Julie Hatchel, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the reassignment of study areas 0010, 0020, and 0031 to the Castille Elementary School attendance area and study areas 0032 and 0090 to the Reilly Elementary School attendance area.

Motion by _____ Seconded by _____

3. COMMUNITY FACILITIES DISTRICT REBALANCING:

The recent refinancing of the Certificate of Participation (COP) provided an opportunity to review Community Facilities District (CFD) contributions to the COP's debt service and the opportunity to rebalance future debt service payments. Each CFD contributing to the debt service, over the life of the COP, has an equitable contribution on a per-household basis. Rebalancing will mean that over the next 11 years, some CFDs will be contributing to debt service and others will be receiving credits. This will bring all CFDs to the same per-household contribution. The exception is CFD 88-1, which does not have sufficient funds to reach the same per-household amount. There are no General Fund implications.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, 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.

4. GOALS AND OBJECTIVES FOR THE ONGOING WORK OF THE DISTRICT SUPERINTENDENT:

The employment agreement between Superintendent Joseph Farley and the District requires the Board to meet with Dr. Farley to agree upon goals and objectives for his evaluation for the succeeding school year. This agenda item provides an opportunity to discuss general goals for the remainder of the 2012-2013 school year and the 2013-2014 school year. It is suggested that the Board engage in an informal discussion with Dr. Farley on this topic and he subsequently develop written goals and objectives. The exhibit provides suggested goals and objectives, consistent with those of previous years and recent discussions with Trustees on this topic.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Joseph Farley, Superintendent, to present this item. This is an information item only and no Board action is necessary at this time.

5. FIRST READING – REVISIONS TO BOARD BYLAW 9320:

At the December 10, 2012, Board meeting, Trustees approved changing the night Board meetings are conducted from the second Monday and fourth Wednesday to the second and fourth Wednesday each month. The proposed revisions to Board Bylaw 9320, *Meetings*, reflect the change. Changes are underlined; deletions are struck through. This is an information item only and no Board action is necessary.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

INFORMATION/
DISCUSSION
Page 9

EXHIBIT 3

INFORMATION/
DISCUSSION
Page 19

EXHIBIT 4

INFORMATION/
DISCUSSION
Page 21

EXHIBIT 5

Staff Recommendation:

It is recommended the Board President recognize Joseph Farley, Superintendent, to present the revisions to Board Bylaw 9320, *Meetings*

6. **SECOND READING – REVISIONS TO BOARD POLICY 5119, OPEN ENROLLMENT:**

This item presents a second reading of proposed changes to Board Policy 5119, *Open Enrollment*. Proposed revisions include changing the name of this policy from Open Enrollment to School of Choice to eliminate confusion with the Open Enrollment Act implemented by the California Department of Education, as well as eliminating the second open enrollment window which will streamline staffing and student placement in preparation for the beginning of the school year. There is no financial impact.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 5119, *Open Enrollment*.

Motion by _____ Seconded by _____

7. **RESOLUTION NO. 1213-33, RESERVING THE RIGHT TO MAKE 2013-2014 CUMA EMPLOYEE COMPENSATION REDUCTIONS:**

While the Governor's January budget proposes a minimal COLA for K-12 education, it does not address the ongoing deficit factor facing public education funding. Even with a proposed 1.65% COLA, the District continues to face a 22.272% deficit factor. While additional revenue limit reductions are not proposed by the state, as of first interim budget report, the District must still reduce expenditures by an estimated \$31 million dollars in order to adopt a balanced budget for 2013-2014. The District entered into one year compensation agreements with employee associations (CSEA, CUEA, and Teamsters), which expire June 30, 2013. Therefore, the District must prepare for \$31 million dollars in reductions for 2013-2014. As a result, the District must continue to consider every option to ensure it develops and adopts a balanced budget by June 30, 2013. Education Code §45032 and Education Code §45162(b) authorizes the governing board of a school district to increase the salaries of employees at any time during the school year on any date ordered by the governing board, but does not authorize decreases in salary during the school year. The District will re-open negotiations with CSEA, CUEA, and Teamsters per collective bargaining agreements and timelines. As a precautionary measure, this item proposes consideration of the adoption of Resolution No. 1213-33. This action reserves the right to a reduction in salaries and/or work year calendars during the 2013-2014 school year should it become necessary. The financial impact will be known at budget adoption in June.

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

Staff Recommendation

It is recommended the Board President recognize Jodee Brentlinger, Assistant Superintendent, Personnel Services, to present this item.

DISCUSSION/
ACTION

Page 25

EXHIBIT 6

DISCUSSION/
ACTION

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EXHIBIT 7

Following discussion, it is recommended the Board of Trustees approve, Resolution No. 1213-33, Reserving the Right to Make 2013-2014 CUMA Employee Compensation Reductions, and provide authorization to deliver written notice to unrepresented CUMA employees.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

Trustee Reardon _____

Trustee Alpay _____

CONSENT CALENDAR

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

GENERAL FUNCTIONS

8. **RESOLUTION NO. 1213-34 – WEEK OF THE SCHOOL ADMINISTRATOR:**
Approval of Resolution No. 1213-34, Week of the School Administrator. Certificated and classified administrators provide leadership and support for the educational program by developing and implementing curriculum; selecting textbooks and instructional materials; recruiting, training, and evaluating staff; managing budgets; monitoring cost controls; implementing school board policies; complying with federal, state, and local regulations and laws; planning and maintaining school facilities; and providing transportation, nutrition, and social service programs to students and their families. This resolution will serve as official notice to citizens of the District of the Board of Trustees' support for the Week of the School Administrator. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Marcus Walton, Chief Communications Officer

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EXHIBIT 8

CURRICULUM & INSTRUCTION

9. **EXPULSION READMISSIONS:**
Approval to readmit students from expulsion. Due to the confidential nature of student expulsion readmissions, the supporting information is provided to Trustees under separate cover.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Julie Hatchel, Assistant Superintendent, Education Services
10. **PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**
Approval to waive California Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) for ten students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1213-006 through 1213-015. 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

11. LOCAL EDUCATIONAL AGENCY PLAN 2012-2015:

Approval of the Local Educational Agency (LEA) Plan 2012-2015. As required by the federal Elementary and Secondary Education Act and California Education Code §52055.57(c)(d), districts in Program Improvement Corrective Action must revise and implement the LEA Plan to reflect activities including: a standards-based/standards-aligned instructional program using instructional materials which may be aligned to Common Core State Standards resources, professional development, and targeting the instructional needs of students not meeting proficiency targets. Due to the size of the document, the application will be available for review in the State and Federal Programs office. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

12. MEMORANDUM OF UNDERSTANDING WITH POWER OF DISCOVERY: STEM²:

Approval of the Memorandum of Understanding (MOU) with Power of Discovery: STEM². This initiative is part of the California After-School Network and California STEM Learning Network's effort to mobilize a broad coalition of stakeholders who will work together to increase quality STEM learning opportunities in Out-of-School Time (OST) programs. It focuses on the creation and implementation of a robust, statewide system of Regional Innovation Support Providers and Virtual Innovation Supports. These supports will work together to implement a comprehensive multi-year strategic plan that will facilitate partnerships and increase professional capacity of OST programs to offer high-quality STEM learning opportunities. This MOU outlines the collaboration of the District with Kinoshita YMCA staff to participate in the initiative and offer STEM activities to Kinoshita students participating in the After-School Education and Safety program. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 12

13. INCOME AGREEMENT WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval and ratification of Income Agreement No. 39114 with the Orange County Superintendent of Schools to provide English Language Development Standards training for elementary and secondary instructional coaches. The contractor will provide services on March 6, 2013, and March 13, 2013, at the rates indicated in the agreement. Expenditures under this contract are limited to \$2,400 and will be paid by Economic Impact Aid funds, which must be spent to support English learners.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 13

14. INCOME AGREEMENT WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval and ratification of Income Agreement No. 39143 with the Orange County Superintendent of Schools to provide Scaffolding for English learners training for elementary and secondary instructional coaches. The contractor will provide services on March 20, 2013, and March 26, 2013, at the rates indicated in the agreement. Expenditures under this contract are limited to \$2,600 and will be paid by Economic Impact Aid funds, which must be spent to support English learners.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

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EXHIBIT 14

BUSINESS & SUPPORT SERVICES

- 15. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page 51
EXHIBIT 15
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 \$730,065.41; the commercial warrants total \$2,713,929.52. 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
- 16. DONATION OF FUNDS AND EQUIPMENT:** Page 77
EXHIBIT 16
A number of gifts have been donated to the District, including \$193,983.10 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
- 17. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:** Page 79
EXHIBIT 17
Approval of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement for a total of \$5,000, and five amendments to existing contracts increasing the "not to exceed" amounts by \$445,000.

Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 18. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**
Approval of the ratification of special education Informal Dispute Resolution Agreement Case #12913. 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
- 19. PERSONNEL REIMBURSEMENT AGREEMENT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT:** Page 111
EXHIBIT 19
Approval of a Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide 20 days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2012-2013 regular school year. District staff has provided these services to LBUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. The updated agreement streamlines the billing process.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

20. **AGREEMENT FOR CONSTRUCTION MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES BETWEEN EDENCO, INCORPORATED:** Page 115
EXHIBIT 20
 Approval of Agreement for Construction Management/Owner's Representative Services with Edenco, Incorporated to provide services related to the construction of the lunch pavilion at Capistrano Valley High School. Construction management fees for this project are \$120,000, funded from CFD 87-1.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
21. **AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES WITH WLC ARCHITECTS, INCORPORATED:** Page 161
EXHIBIT 21
 Approval of Agreement for Architectural and Related Services with WLC Architects, Incorporated (WLC) to provide services related to the design and construction of the lunch pavilions at Capistrano Valley High School. WLC will be the architect of record with the Division of State Architect on this project. Architectural fees for this project are \$120,000, funded from CFD 87-1.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **E-RATE APPLICATION FOR 2013-2014: ORANGE COUNTY SUPERINTENDENT OF SCHOOLS INTERNET NETWORK SUPPORT SERVICES AGREEMENT, COX METROE SERVICE AGREEMENT & VERIZON WIRELESS SERVICE AGREEMENT:** Page 221
EXHIBIT 22
 Approval of the 2013-2014 E-Rate application. The Schools and Libraries Division (SLD) of the Universal Service Administrative Company provides affordable access to telecommunication services for all eligible schools and libraries in the United States via the federal E-Rate discount program. In January 2013, the District publicly announced the Requests for Proposals for Telecommunication Services. The District telecommunication service requests included: wireless, broadband Internet connection, and Internet Service Provider. Vendor proposals were evaluated based on SLD and District bid requirements. Telecommunication services will be delivered from July 1, 2013, through June 30, 2014, or longer depending on the contract. With the Board's approval, the proposed E-Rate application with the three contracts found in the attached exhibit will be submitted to the SLD for final evaluation and approval. Board authorization of the E-Rate application is required before the application can be submitted to the SLD for review. The E-Rate application must be submitted to the SLD by March 2013 to be considered for funding. SLD funding commitment letters will be awarded in the summer of 2013. Estimated expenditures for 2013-2014 utilizing discounts and these contracts are approximately \$104,590 funded by the general fund. If the Orange County Office of Education is invoiced by the California K-12 High Speed Network, \$79,000 of the \$104,590 will be billed to the District; in the last five years the District has not been billed for this access.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **SERVICES AND SUPPORT AGREEMENT – QUINTESSENTIAL SCHOOL SYSTEMS:** Page 233
EXHIBIT 23
 Approval of the Services and Support Agreement for 2013-2014 with Quintessential School Systems (QSS), a business administrative software. The contract for annual support services expires June 30, 2013. The agreement provides professional consulting services related to regular support and maintenance for the product, as well as system software updates and opportunities for free professional training for staff. By taking advantage of the early payment discount of four percent, the annual fee of \$67,063 will be reduced to \$64,380.48, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

24. **RATIFICATION OF CHANGE ORDERS NO. 16 AND NO. 17 – BID NO. 1011-11, CAPISTRANO VALLEY HIGH SCHOOL PERFORMING ARTS CENTER:**
Ratification of Change Orders No. 16 and No. 17 related to the construction of the Capistrano Valley High School Performing Arts Center. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change orders are shown in the exhibit. The original contract sum was \$11,975,007. The new contract sum including Change Orders No. 16 and No. 17 is \$12,731,969.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
25. **INDEPENDENT CONTRACTOR AGREEMENT, REQUEST FOR PROPOSAL NO. 5-1213, FOR EVENT SECURITY SERVICES WITH CONTEMPORARY SERVICES CORPORATION:**
Approval of Independent Contractor Agreement, Request for Proposal No. 5-1213, with Contemporary Services Corporation to provide event security services for the District's six high schools. The events include, but are not limited to, football and basketball games, homecoming, dances, and graduation. Services provided under this contract are not to exceed \$80,000, funded from the ASB accounts.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
26. **EXTENSION OF AGREEMENT FOR SURVEYING AND CONSTRUCTION ENGINEERING SERVICES – GUIDA SURVEYING, INCORPORATED:**
Approval of the extension of the agreement for surveying and construction engineering services to be provided by Guida Surveying, Incorporated. The vendor has agreed to maintain the same discounted pricing negotiated last year. This contract provides for surveying and construction engineering services, on an as-needed basis, related to the various projects currently under construction. Expenditures utilizing this contract are not to exceed \$60,000 annually, funded by the various project funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
27. **AMENDMENT TO AGREEMENT BID NO. 1011-14, GROCERY PRODUCTS, ADDITIONAL FUNDS:**
Approval of Amendment to Agreement Bid No. 1011-14 for grocery products with A&R Wholesale Distributors, Incorporated, increasing the "not to exceed" amount to \$77,000 annually for additional grocery products required due to menu changes related to USDA regulations. Expenditures will be funded from Food and Nutrition Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- Page 247
EXHIBIT 24
- Page 319
EXHIBIT 25
- Page 427
EXHIBIT 26
- Page 441
EXHIBIT 27

28. **STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 3-06-70-2070D, GENERAL SERVICES ADMINISTRATION SCHEDULE NO. GS-35F-0294S, PURCHASE OF COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT OF VARIOUS BRANDS, SOFTWARE AND SERVICES, INSTALLATION, MAINTENANCE OF EQUIPMENT AND REPAIR SERVICE, DIGITAL NETWORKS GROUP, INCORPORATED:**

Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 3-06-70-2070D, General Services Administration schedule GS-35F-0294S, to purchase various brands of technology equipment, software, services, installation, and maintenance of equipment and repair services from Digital Networks Group, Incorporated, under the same terms and conditions of the public agency's contract. The District can utilize such contracts pursuant to California Public Contract Code §10298, §10299 and §12100 et. seq. without going to bid.

District staff has determined the prices offered by Digital Networks Group, Incorporated are fair, reasonable, competitive, and it is in the best interest of the District to utilize the contract. Anticipated annual expenditures under this contract are \$300,000, funded by the general fund.

Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

29. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:**

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

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EXHIBIT 29

30. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:**

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

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EXHIBIT 30

31. **CERTIFICATION OF TEMPORARY ATHLETIC TEAM COACH QUALIFICATIONS AND COMPETENCIES:**

Approval of the certification that all temporary athletic coaches have met the qualifications and competencies required in Title V §5593 of the California Code of Regulations. The California Code of Regulations requires Trustees to certify temporary athletic team coaches have met the provisions of Title V §5593 which applies to any person serving as a temporary athletic team coach. The District must determine each individual has met all required coaching qualifications and competencies set forth in the statute. Included in these requirements is training in the care and prevention of athletic injuries, possession of a valid CPR or related certificate, practical experience in team athletic conditioning, knowledge of the rules and regulations in the sport or game being coached, understanding of adolescent psychology as it relates to the sport, and training in substance abuse prevention including, but not limited to, tobacco, alcohol, steroids, and human growth hormones. All current coaches have met this requirement as verified by athletic directors and principals at each site. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Page 470
EXHIBIT 31

32. AUTHORIZATION OF COACHES TO PROVIDE SECOND SEMESTER PHYSICAL EDUCATION CREDIT

Page 474
EXHIBIT 32

Approval of teachers who are credentialed in subjects other than physical education (PE) to provide PE credit to students in that respective sport. Districts may assign a teacher with a credential in a subject area other than PE to coach a competitive sport and award physical education credit to students. State law requires that such teachers be full-time employees of a district, complete a minimum of 20 hours of first-aid instruction, have training on the harmful effects of steroid use, and be approved by the Board of Trustees. It has been determined that all teachers who do not hold a physical education credential, but are assigned coaching activities for which such credit is given, are full-time employees of the District and have completed cardiopulmonary resuscitation and first-aid instruction. Therefore, it is now appropriate for the Board to approve teachers so assigned. Coaching stipends are budgeted and funded through the general fund or booster club donations. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Madison Wolfert _____

Trustee Addonizio _____

Trustee Bryson _____

Trustee Hanacek _____

Trustee Hatton _____

Trustee Pritchard _____

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,
MARCH 13, 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.



BARCELONA HILLS ELEMENTARY SCHOOL

Planning Area Attendance Reassignment Proposal

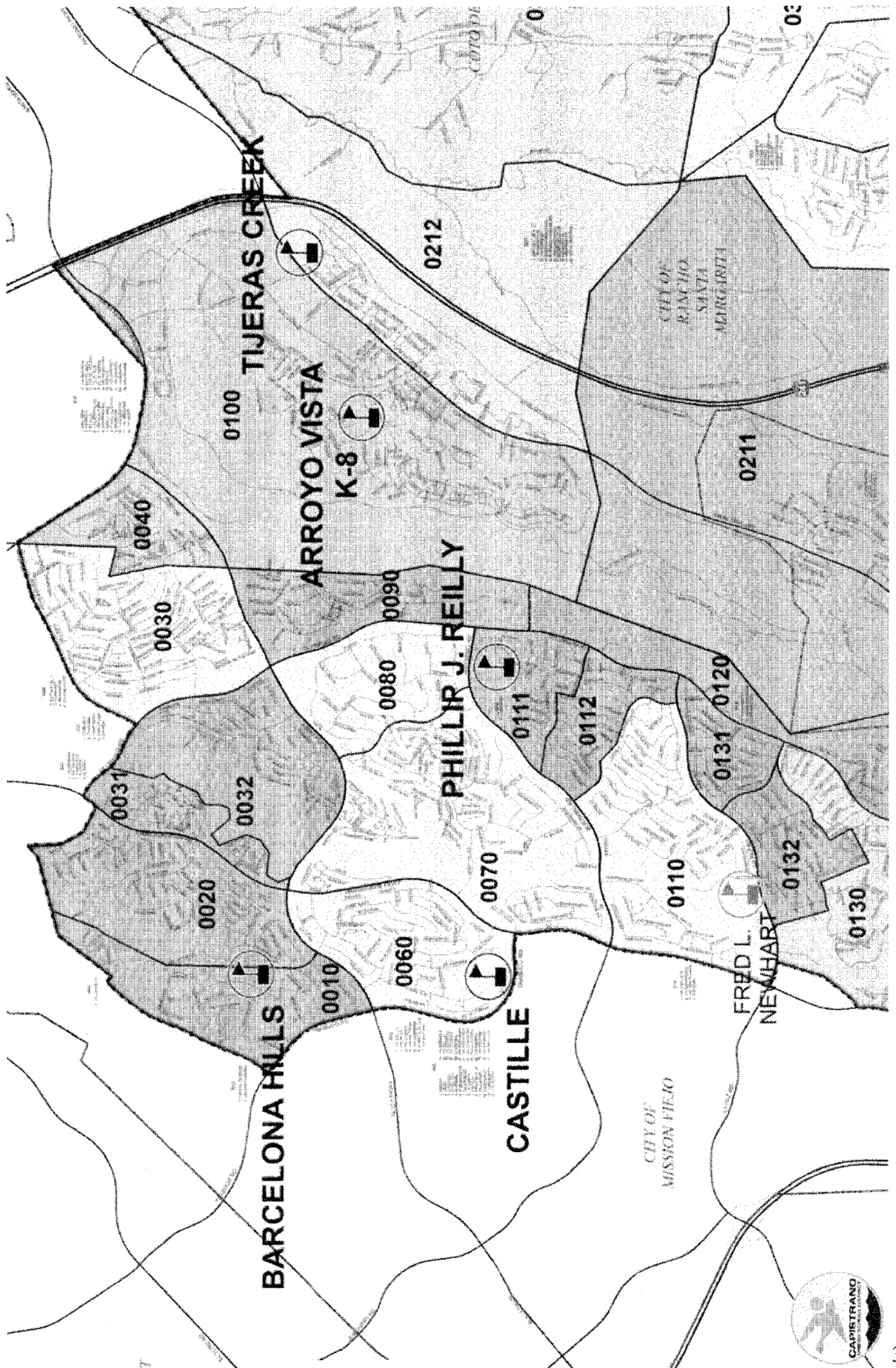
February 27, 2013

BACKGROUND

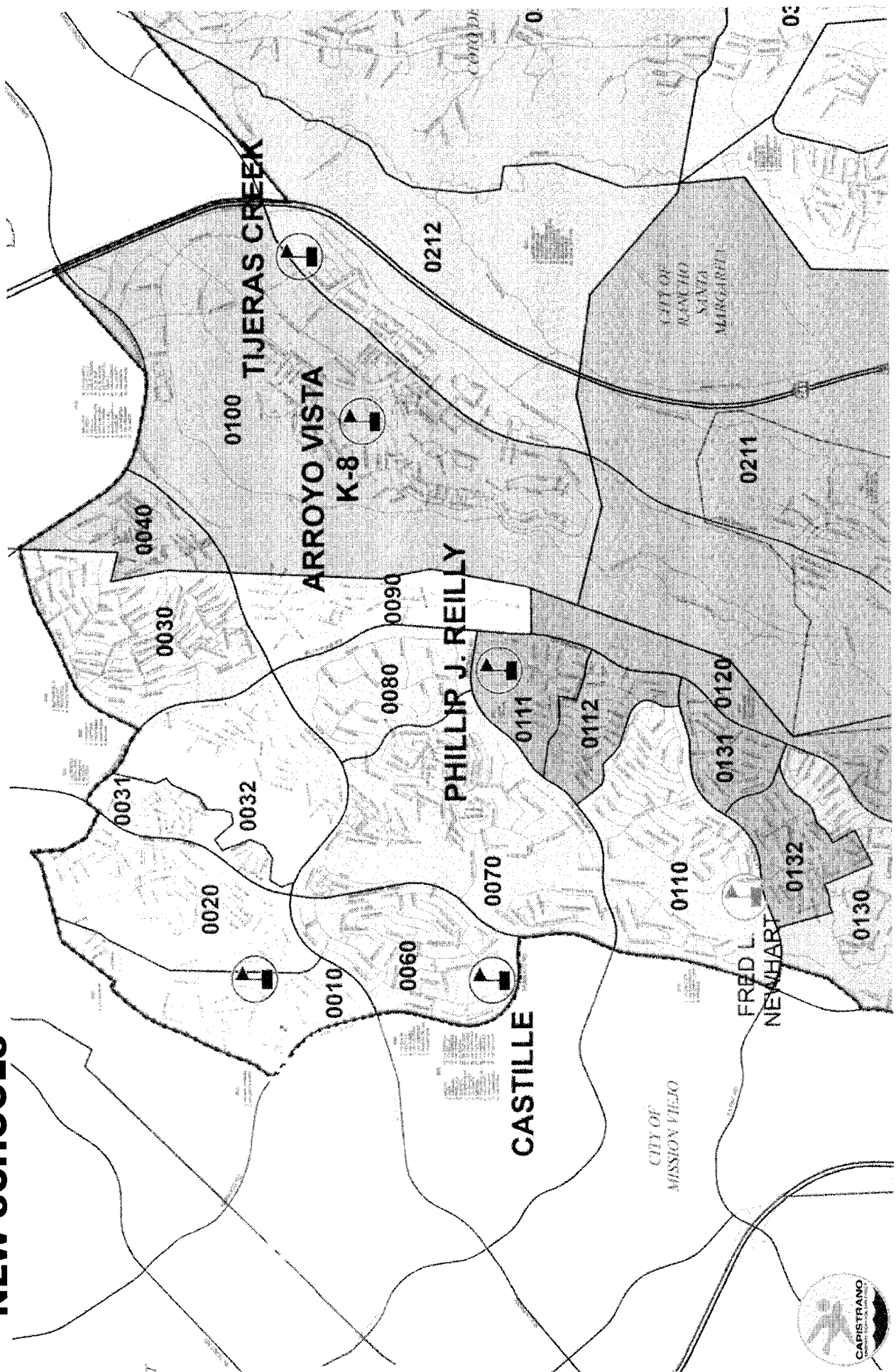
- 2011-2012 school year Barcelona Hills Elementary School provided shared space to Oxford Preparatory Academy.
- 2012-2013 Oxford Preparatory Academy was provided full use of Barcelona Hills Elementary School.
 - Barcelona Hills Elementary School was closed and students were allowed to attend either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



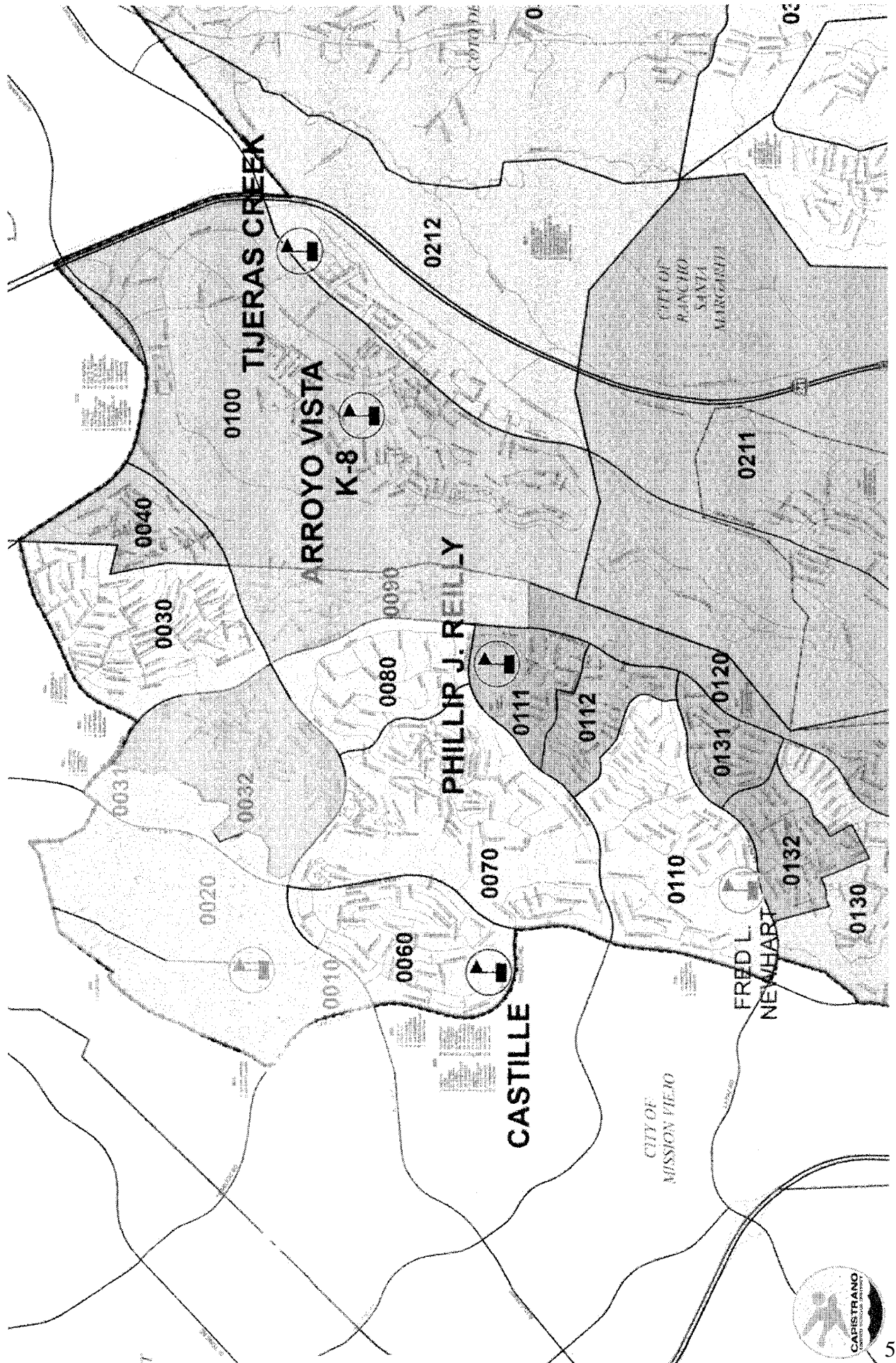
ENROLLMENT PLANNING AREAS PRIOR TO BARCELONA CLOSURE



ENROLLMENT PLANNING AREAS REQUIRING REASSIGNMENT TO NEW SCHOOLS



PROPOSED REASSIGNMENT TO NEW SCHOOLS



2012-2013 CURRENT STUDENTS

Study Area	Total Students
0010	104
0020	104
0031	11
0032	34
0090	91
Total	344

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



TRANSITION

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

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

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

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



RECOMMENDATION

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

QUESTIONS?



DRAFT

**FISCAL CONSULTANT REPORT
SERIES 2012
CERTIFICATES OF PARTICIPATION
(Ancillary Support Facilities)**

January 14, 2013

*Public Finance
Facilities Planning
Urban Economics*

Newport Beach
Fresno
Riverside
San Francisco
Chicago

EXHIBIT 3

Page 1 of 10

**FISCAL CONSULTANT REPORT
SERIES 2012
CERTIFICATES OF PARTICIPATION
(Ancillary Support Facilities)**

Prepared for

CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 Calle Perfecto
San Juan Capistrano, CA 92675
(949) 489-7382

Prepared by

DAVID TAUSSIG & ASSOCIATES, INC.
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Newport Beach, CA 92660
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Capistrano Unified School District (the "District") issued Series 2012 Certificates of Participation (the "Certificates") to refund the Series 2002 Certificates ("Prior Certificates") which were issued to fund the acquisition of the site for and construction of the District administrative facility ("Ancillary Facilities"), as well as the installation of a 50 meter swimming pool at Capistrano Valley High School and the construction of additions to Newhart Middle School ("MV Facilities"). The debt service for the Certificates is proposed to be secured by the following sources of revenue: (i) tax increment revenues from the former Mission Viejo Community Development Agency ("MV CDA"), (ii) tax increment revenues from the former San Juan Capistrano Community Redevelopment Agency ("SJ CRA"), and (iii) Community Facilities District special tax contributions.

The purpose of this Fiscal Consultant Report (the "Report") is to describe and summarize the expected revenue sources. Table 1 in Exhibit A summarizes the allocation of the 2012 debt service between the Ancillary Facilities and MV Facilities. As has been past practice, debt service for Ancillary Facilities is expected to be paid from revenues from SJ CRA and special taxes from Community Facilities Districts ("CFDs") and debt service for the MV Facilities is expected to be paid from revenues from MV CDA. Table 2 in Exhibit A summarizes the proposed revenue sources and debt service payments for each year in which the Certificates are outstanding.

Mission Viejo Community Development Agency Tax Increment Revenue

Public Economics Inc., an economics consultant firm to the District, has provided an estimate of the revenue from the MV CDA Project Area. These revenues are shown in Table 2 of Exhibit A. Based on information provided Public Economics, Inc., the District expects to receive tax increment revenues from the MV CDA until 2029-2030, which is after the debt service on the Certificates have been paid in full. DTA has not verified these amounts.

The First Implementation Agreement to Tax Sharing Agreement (the "Tax Sharing Agreement"), dated November 16, 1998, requires that the MV CDA allocate tax increment to the District on a biannual basis throughout the term of the redevelopment agency, which ends in fiscal year 2043-2044. These revenues may only be used to pay debt service related to the MV Facilities. Pursuant to the Tax-Sharing Agreement, the determination of the tax increment allocation is differentiated, however, between the tax increment located in the Tax Rate Area where the Shops at Mission Viejo (the "Mall") is located and the other Tax Rate Areas in the MV CDA Project Area. The Mall was completed in 1999, resulting in significant incremental growth to that Tax Rate Area.

San Juan Capistrano Community Redevelopment Agency Tax Increment Revenues

Public Economics Inc. has provided an estimate of the revenue from the San Juan Project Area. These revenues are shown in Table 4 of Exhibit A. Based on information provided Public Economics, Inc., the District expects to receive tax increment revenues from the SJ CRA until 2034-2035, which is after the debt service on the Certificates have been paid in full. DTA has not verified these amounts.

Pursuant to the Second Amended and Restated Agreement for Cooperation (the "Agreement"), dated May 19, 1997, the SJ CRA is required to deposit into a School Facilities Fund a portion of the property tax increment which is allocated to the SJ CRA and attributable to the Project Area. The Agreement provides that the SJ CRA receives the first \$3 million (after deduction of the 20% set-

aside for low/moderate income housing) in incremental revenues each year of the redevelopment plan, with the excess allocated to the School Facilities Fund, for use by the District. However, notwithstanding the above, the District is not entitled to receive more than \$5 million in any five-year period.

Community Facilities District Special Tax Revenues

The District intends to use funds from the CFDs, as needed, to pay debt service for Ancillary Facilities if funds from the SJ CRA are not sufficient. In the past, the District has used pay-as-you-go special tax revenues from the following CFDs to pay directly for construction of the Ancillary Facilities and to pay debt service on the prior Certificates:

- CFD No. 87-1
- CFD No. 90-2
- CFD No. 94-1
- CFD No. 98-2
- CFD No. 2004-1

At the time of issuance of the Certificates, the District determined that all CFDs should contribute to the payment of debt service for the Ancillary Facilities and requested that DTA calculate an estimated average contribution per unit at buildout for each CFD. The results of this analysis are shown in Exhibit B. Due to prior contributions, certain CFDs will be reimbursed from contributions from other CFDs as indicated in Exhibit B.

Based on the estimated development at buildout, it is likely that pay-as-you-go special tax revenues from the following CFDs will be available to pay debt service on the Certificates in the future, however actual contributions may vary:

- CFD No. 88-1 (expected contributions through FY 2013-14)
- CFD No. 90-1
- CFD No. 90-2
- CFD No. 92-1 (expected contributions through FY 2020-21)
- CFD No. 98-1A
- CFD No. 98-2
- CFD No. 2005-1

Limitations

David Taussig and Associates, Inc. has relied on information which was provided to David Taussig and Associates, Inc., by others, including, but not limited to, the District. David Taussig and Associates, Inc. has not independently verified such data and disclaims responsibility for the impact of inaccurate data provided by others, if any, including the inability to meet the financial obligations of the Certificates.

EXHIBIT A

TABLE 1 --DEBT SERVICE SERIES 2012 REFUNDING

TABLE 2 -- SUMMARY OF EXPECTED REVENUES AND DEBT SERVICE

DRAFT

Table 1
Debt Service Series 2012 Refunding [1]

Date	Ancillary Facilities Component			MV Facilities Component			Aggregate		
	Principal	Interest	Annual Debt Service	Principal	Interest	Annual Debt Service	Principal	Interest	Annual Debt Service
06/01/2013		\$167,878.39			\$61,426.40			\$229,304.79	
12/01/2013	\$1,070,000.00	\$158,210.00	\$1,396,088.39	\$320,000.00	\$57,888.75	\$439,315.15	\$1,390,000.00	\$216,098.75	\$1,835,403.54
06/01/2014		\$142,160.00			\$53,088.75			\$195,248.75	
12/01/2014	\$1,100,000.00	\$142,160.00	\$1,394,320.00	\$340,000.00	\$53,088.75	\$446,177.50	\$1,440,000.00	\$195,248.75	\$1,830,497.50
06/01/2015		\$125,660.00			\$47,988.75			\$173,648.75	
12/01/2015	\$1,120,000.00	\$125,660.00	\$1,371,320.00	\$365,000.00	\$47,988.75	\$460,977.50	\$1,485,000.00	\$173,648.75	\$1,832,297.50
06/01/2016		\$114,460.00			\$44,338.75			\$158,798.75	
12/01/2016	\$1,130,000.00	\$114,460.00	\$1,358,920.00	\$385,000.00	\$44,338.75	\$473,677.50	\$1,515,000.00	\$158,798.75	\$1,832,597.50
06/01/2017		\$108,810.00			\$42,413.75			\$151,223.75	
12/01/2017	\$1,145,000.00	\$108,810.00	\$1,362,620.00	\$400,000.00	\$42,413.75	\$484,827.50	\$1,545,000.00	\$151,223.75	\$1,847,447.50
06/01/2018		\$97,360.00			\$38,413.75			\$135,773.75	
12/01/2018	\$1,165,000.00	\$97,360.00	\$1,359,720.00	\$420,000.00	\$38,413.75	\$496,827.50	\$1,585,000.00	\$135,773.75	\$1,856,547.50
06/01/2019		\$85,710.00			\$34,213.75			\$119,923.75	
12/01/2019	\$1,185,000.00	\$85,710.00	\$1,356,420.00	\$445,000.00	\$34,213.75	\$513,427.50	\$1,630,000.00	\$119,923.75	\$1,869,847.50
06/01/2020		\$73,860.00			\$29,763.75			\$103,623.75	
12/01/2020	\$1,205,000.00	\$73,860.00	\$1,352,720.00	\$465,000.00	\$29,763.75	\$524,527.50	\$1,670,000.00	\$103,623.75	\$1,877,247.50
06/01/2021		\$61,810.00			\$25,113.75			\$86,923.75	
12/01/2021	\$1,230,000.00	\$61,810.00	\$1,353,620.00	\$485,000.00	\$25,113.75	\$535,227.50	\$1,715,000.00	\$86,923.75	\$1,888,847.50
06/01/2022		\$47,972.50			\$19,657.50			\$67,630.00	
12/01/2022	\$1,250,000.00	\$47,972.50	\$1,355,945.00	\$510,000.00	\$19,657.50	\$549,315.00	\$1,770,000.00	\$67,630.00	\$1,905,260.00
06/01/2023		\$33,797.50			\$13,920.00			\$47,717.50	
12/01/2023	\$1,280,000.00	\$33,797.50	\$1,347,595.00	\$535,000.00	\$13,920.00	\$562,840.00	\$1,815,000.00	\$47,717.50	\$1,910,435.00
06/01/2024		\$18,437.50			\$7,500.00			\$25,937.50	
12/01/2024	\$1,315,000.00	\$18,437.50	\$1,351,875.00	\$560,000.00	\$7,500.00	\$575,000.00	\$1,875,000.00	\$25,937.50	\$1,926,875.00
06/01/2025		\$2,000.00			\$500.00			\$2,500.00	
12/01/2025	\$160,000.00	\$2,000.00	\$164,000.00	\$40,000.00	\$500.00	\$41,000.00	\$200,000.00	\$2,500.00	\$205,000.00
Total	\$14,365,000.00	\$2,150,163.39	\$16,515,163.39	\$5,270,000.00	\$633,140.15	\$6,103,140.15	\$19,635,000.00	\$2,983,303.54	\$22,618,303.54

[1] Provided by Government Financial Strategies, Inc. 11/6/12.

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Table 2
Summary of Estimated Certificates of Participation Revenues and Debt Service

Year	CUSD Share of the Mission Viejo Tax Increment [1]	Series 2012 COP Debt Service for MV Facilities Component	Remaining Mission Viejo Tax Increment	CUSD Share of the San Juan Capistrano Tax Increment [1]	CFD Special Tax Contributions	Total Revenues Available to pay for Series 2012 Ancillary Facilities Component	Series 2012 COP Debt Service for Ancillary Facilities Component	Surplus / (Shortfall) [2]
2012-13	\$1,331,773	(\$439,315)	\$892,458	\$1,451,019	\$0	\$1,451,019	(\$1,396,088)	\$54,931
2013-14	\$1,331,773	(\$446,178)	\$885,596	\$419,352	\$964,968	\$1,384,320	(\$1,384,320)	\$0
2014-15	\$1,331,773	(\$460,978)	\$870,796	\$510,138	\$861,182	\$1,371,320	(\$1,371,320)	\$0
2015-16	\$1,369,130	(\$473,678)	\$895,453	\$1,061,248	\$297,672	\$1,358,920	(\$1,358,920)	\$0
2016-17	\$1,407,234	(\$484,828)	\$922,407	\$1,558,243	\$0	\$1,558,243	(\$1,362,620)	\$195,623
2017-18	\$1,446,100	(\$496,828)	\$949,273	\$1,451,019	\$0	\$1,451,019	(\$1,359,720)	\$91,299
2018-19	\$1,485,744	(\$513,428)	\$972,317	\$419,352	\$937,068	\$1,356,420	(\$1,356,420)	\$0
2019-20	\$1,526,180	(\$524,528)	\$1,001,653	\$510,138	\$842,582	\$1,352,720	(\$1,352,720)	\$0
2020-21	\$1,567,425	(\$535,228)	\$1,032,198	\$1,061,248	\$292,372	\$1,353,620	(\$1,353,620)	\$0
2021-22	\$1,609,495	(\$549,315)	\$1,060,180	\$1,558,243	\$0	\$1,558,243	(\$1,355,945)	\$202,298
2022-23	\$1,652,407	(\$562,840)	\$1,089,567	\$1,451,019	\$0	\$1,451,019	(\$1,347,595)	\$103,424
2023-24	\$1,696,177	(\$575,000)	\$1,121,177	\$419,352	\$932,523	\$1,351,875	(\$1,351,875)	\$0
2024-25	\$1,740,822	(\$41,000)	\$1,699,822	\$510,138	\$0	\$510,138	(\$164,000)	\$346,138
Total	\$19,496,033	(\$6,103,140)	\$13,392,893	\$12,380,509	\$5,128,367	\$12,380,509	(\$16,516,163)	\$993,713

[1] Provided by Public Economics Inc. 12/11/12.

[2] For years in which there is a large surplus, DTA recommends that the School District call COPs.

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EXHIBIT B

DTA ANALYSIS OF ALLOCATION OF CFD SPECIAL TAX REVENUES

CUSD COPs ANALYSIS**All CFDs****(Allocation of revenues including credits for CFDs with prior contributions)****SECTION I: HISTORICAL CONTRIBUTIONS BY CFD [1]**

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

SECTION II: FUTURE REVENUES NEEDED FROM CFDs

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

[1] Based on "COP Funding History" worksheet provided by CUSD 10/19/12 and information dated 11/8/12.

[2] Provided by Government Financial Strategies, Inc. 11/6/12.

[3] Debt service for 2012 includes only the December 2012 payment due. Tax increment shown is the amount available for the December 2012 payment.

[4] Based on "More Conservative Proj Table B.2 (ROPS)" provided by Public Economics Inc. 12/11/12.

CUSD COPs ANALYSIS All CFDs

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

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

SECTION IV: TOTAL AMOUNT REQUIRED FROM CFDs

Contribution as shown in Section I	\$19,787,154
<u>Future revenues needed as shown in Section II</u>	<u>\$5,128,367</u>
Total contribution from CFDs	\$24,915,521

No. of expected units at buildout from Section III	43,574
Average amount needed per unit	\$572

SECTION V: PRIOR AMOUNT CONTRIBUTED BY CFD

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

SECTION VI: PROPOSED FUTURE ALLOCATIONS (BY YEAR)

Fiscal Year	CFD No.										Total
	87-1	88-1	90-1 [4]	90-2	92-1	94-1	98-1A	98-2	2004-1	2005-1	
Prior Years	\$14,388,463	\$0	\$0	\$1,659,933	\$0	\$1,743,902	\$0	\$1,494,856	\$500,000	\$0	\$19,787,154
2012-13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-14	(\$250,092)	\$750,000	\$517,103	\$151,758	\$269,080	(\$1,314,526)	\$67,056	\$866,724	(\$117,118)	\$24,985	\$964,968
2014-15	(\$223,194)	\$0	\$289,014	\$84,819	\$240,139	\$0	\$37,478	\$484,420	(\$65,459)	\$13,964	\$861,182
2015-16	(\$77,148)	\$0	\$99,899	\$29,318	\$83,005	\$0	\$12,954	\$167,442	(\$22,626)	\$4,827	\$297,672
2016-17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018-19	(\$242,861)	\$0	\$314,481	\$92,293	\$261,300	\$0	\$40,781	\$527,107	(\$71,227)	\$15,195	\$937,068
2019-20	(\$218,373)	\$0	\$282,772	\$82,987	\$234,953	\$0	\$36,669	\$473,958	(\$64,045)	\$13,663	\$842,582
2020-21	\$0	\$0	\$72,180	\$21,183	\$81,527	\$0	\$9,360	\$120,982	(\$16,348)	\$3,487	\$292,372
2021-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022-23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023-24	\$0	\$0	\$319,238	\$93,689	\$0	\$0	\$41,397	\$535,079	(\$72,304)	\$15,425	\$932,523
2024-25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$13,376,794	\$750,000	\$1,894,686	\$2,215,980	\$1,170,004	\$429,376	\$245,695	\$4,670,567	\$70,874	\$91,545	\$24,915,521
Units	22,649	2,658	3,208	3,752	1,981	727	416	7,908	120	155	43,574
Avg. per unit [3]	\$591	\$282	\$591	\$591	\$591	\$591	\$591	\$591	\$591	\$591	\$572

[1] Estimated buildout based on expected buildout at the time of formation updated with actual development. Buildout subject to change.

[2] Includes property in the improvement area.

[3] Average per unit includes prior year contributions and proposed future contributions.

[4] Total amount on hand is \$1,987,809 as of 9/30/2012 held by Wells Fargo.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

February 27, 2013

TO: Board of Trustees
FROM: Joseph M. Farley, Superintendent
SUBJECT: **GOALS AND OBJECTIVES FOR THE ONGOING WORK OF THE DISTRICT SUPERINTENDENT**

Consistent with his role as President of the Board of Trustees, John Alpay and I have discussed the need for Board input concerning goals and objectives for my ongoing work as District Superintendent.

As Trustees know, my performance as District Superintendent has been thoroughly evaluated at the conclusion of each year of my service to the District. As part of those evaluations, Cabinet members and I produced detailed summaries of District accomplishments for each year of our work together. All of the accomplishments referenced in this report are from those sources. A similar document will be written for the conclusion of the current school year and evaluation.

Support materials are attached that describe goals accomplished during the 2010-2011 and 2011-2012 school years. The documents delineate accomplishments in the areas of instruction, instructional support, internal communication, external communication, community involvement, community development, human resources, business, facilities, finance, operations, and Board-Superintendent development and support.

It is suggested we engage in preliminary discussion on goals and objectives for the remainder of the current school year and for the 2013-2014 school year. It is also recommended Trustees submit written suggestions for goals and objectives to President Alpay during the next week so he and I can develop written summaries for presentation at an upcoming Board meeting.

The following information summarizes additional District needs that may be incorporated into goals and objectives for our ongoing work:

Short- and Long-term Facility Upgrades, Improvements, and Modernization

There is a need for upgrades, improvements, and modernization of facilities throughout the District. While such improvements are costly, the District needs to develop short- and long-term plans on how to fund and implement improvements to aging school facilities and to maintain the newer ones.

Identification, Intervention, and Prevention Services for Students

Since July 2010, the District has developed and enhanced early identification and support for at-risk students. There is a continuing need to provide additional services and support for all

students, including anti-bullying measures, additional counseling services, drug and alcohol education and interventions, and related services.

Safety, Security, and Student Supervision

The District recently convened a task force of District staff, law enforcement agency representatives, Trustees, parents, and community agencies to identify needs in the area of student safety, school security, and overall supervision of students. Specific recommendations to enhance these areas of responsibility are expected from the task force and may contribute to new goals and objectives.

Continued Emphasis on Instructional Initiatives and Issues Already Implemented or In Progress

The District has placed a renewed emphasis on classroom instruction since July 2010. It is important the various initiatives that evolved as a result of this emphasis continue to be implemented, while expanding to other instructional priorities including the:

- Development of specialized programs and/or magnet schools for science, technology, engineering, arts, and mathematics instruction;
- Preparation for the implementation of the Common Core Standards; and the
- Integration of technology with classroom instruction and the development of technology-related systems throughout the District.

District Strategic Plan Updates

The current version of the District's strategic plan was written and implemented during the 2009-2010 school year and is attached as a reference. The plan is now being updated and will be presented to the Board for approval when completed. The plan may also contribute to new goals and objectives.

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

Instruction and Instructional Support

1. Maintained focus on “quality first-instruction” through the development of the “Intentional Design for Learning” model. Administrators were trained monthly on effective learning environments and effective instructional practices.
2. Concluded year two of the Academic Design and Delivery initiative, which has provided professional development and coaching to 42 school sites since its inception during the 2010-2011 school year.
3. Implemented the Capistrano Collaborative for STEM Education Advancement initiative (C² SEA). In a related accomplishment, created STEM partnerships with the following agencies to provide virtual learning field trips to students at nine schools: National Parks Service, U.S. Fish and Wildlife, San Diego State University.
4. Planned for implementation of the Mandarin Immersion Program (MIP) to open in September 2012. Selected curriculum, recruited teachers, and formed the Friends of MIP Foundation.
5. Organized and conducted a day-long training program for teams of administrators and teachers from each secondary school on strategies to improve achievement levels for all students, including subgroups of students. In a related accomplishment, staff then conducted individual coaching sessions with each team to reinforce the importance of the efforts of each school to close the achievement gap between groups of students and implement the objectives that were covered in the training.
6. Reduced identification of special education students in the schools through a concerted effort of training and coaching of key site leaders and personnel. Called “disproportionality,” this has been a major focus over the past two years because of a finding the District has over identified students for many years.
7. Modified policies and procedures for the tracking and monitoring of students who have been victims of bullying and also of those students who have bullied other students.
8. Restructured 12th grade English to align with the English reading and writing curriculum of the California State University, providing senior students with more rigorous preparation in reading and writing for their post-secondary endeavors. Classroom teachers will be trained in June by California State University staff to prepare for the September implementation of the course.
9. Restructured the 9th grade College and Career Planning (CCP) course to provide a more rigorous, relevant, and consistent curriculum across District high schools.

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

10. Worked with the Capistrano-Laguna Beach Regional Occupational Program (ROP) to expand course offerings to District students within the instructional day. Also eliminated courses not aligned to a career pathway.
11. Created Science, Technology, Engineering and Mathematics (STEM) pilot courses, including forensic science and renewable and sustainable energy.
12. Developed a Superintendent's Subcommittee on Athletic Practices, which is concluding work on a Coaches Athletic Handbook to provide greater consistency of practice across the District.
13. Worked with sites to raise awareness and compliance in relation to student fees.
14. Formed partnerships with the University of California, Irvine; California State University, Fullerton; and Brandman University, one of the Chapman University colleges. Also strengthened the District partnership with Saddleback College relative to articulation in Career Technology Education programs. Strengthened our partnership with Saddleback College relative to articulation of CTE programs. Also added to the District's career-technology offerings by developing the Sustainable and Renewable Energy class.
15. Launched public and staff websites for Common Core State Standards and trained administrators for awareness in shift of standards.
16. Prepared for the implementation of the Transitional Kindergarten program in September 2012.
17. Oversaw and facilitated the year-long closure process for Barcelona Hills Elementary School.
18. Audited the Early Childhood Development Department to achieve compliance with all state licensing and regulatory requirements.
19. Expanded on-line learning options for students.
20. Visited every school in the District, spending an extended period of time in each school over the past two school years.
21. Developed and disseminated a Parent Education Handbook that is specifically designed for the parents of special education students.
22. Ensured that more students received hands-on science at the elementary level through our partnership and grant funding with the Beckman Foundation.

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

Internal and External Communication

1. Increased the use of social media to communicate District information, including Facebook and Twitter.
2. Increased distribution of CapoTalk, a weekly District newsletter, and transitioned it to Constant Contact Software to utilize additional graphics and video.
3. Published the first issue of Capistrano Unified School District News for increased outreach to the general community and individuals without students currently in District schools. In a related matter, worked through the CARE Foundation to fund a high-quality publication for community distribution during the 2012-2013 school year.
4. In the process of converting the District website platform to look and feel more user-friendly in its design, with additional video and social networking possibilities.
5. Developed broader media outreach to additional news sources and outlets.
6. Distributed Board of Trustees' Board meeting agendas to all employees via e-mail for the first time.

Community Involvement and Development

1. Made formal presentations/speeches to several local service groups and organizations, including the Dana Point League of Women Voters, the Monarch Beach Sunrise Rotary Club, the San Juan Capistrano Rotary Club, and the Mission Viejo Kiwanis.
2. Worked directly with parents from Barcelona Hills Elementary School to mitigate disappointment in the closure of the school and facilitated student transfers to other schools.
3. Worked directly with the Hankey K-8 School Foundation officers to determine funding mechanisms for the continuation of the International Baccalaureate program at the site.
4. Publicized and conducted periodic "community forums" to provide community members an opportunity to interact with the superintendent and ask questions about the District and its instructional program.

Human Resources

1. Reduced District spending and staffing without major labor difficulties.
2. The following positions were filled
 - Executive Director, Fiscal Services
 - Interim Deputy Superintendents

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

- Deputy Superintendent, Business & Support Services
 - Director, Early Childhood Programs
 - Interim Director, Personnel Services
 - Director, Personnel Services
 - Assistant Principal, Dana Hills High School
 - Principal, George White Elementary School
 - Principal, Phillip Reilly Elementary School
3. The following positions were filled from within:
 - Principal, Aliso Niguel High School
 - Principal, Adult/Community Education
 - Principal, Don Juan Avila Middle School
 4. Supported the transition of additional employees from Point of Service to HMO insurance coverage.
 5. Conducted focus groups with all classified employee groups to identify classified issues and concerns.
 6. Developed and implemented cost-saving early retirement incentive for certificated non-management staff.
 7. Implemented practice of having monthly meetings with leaders of all associations to facilitate communication.
 8. Conducted interest-based bargaining training with management and CSEA negotiation teams to improve negotiations and problem-solving techniques.

Business, Facilities, Finance, Operations

1. Conducted 26 separate forums concerning the 2012-2013 District budget to increase knowledge of why the District was making significant budget reductions. These sessions contributed to the ratification of tentative agreements with three employee associations.
2. Completed construction of the San Juan Hills High School pool, support facilities, and stadium on budget and on-schedule.
3. Construction commenced on the Capistrano Valley High School Performing Arts Center and support facilities.
4. Modified purchase order directions to clearly describe prohibition against altering purchase orders or modifying orders.

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

5. Implemented new regulations concerning collection of student fees.
6. Made significant progress on long-held goal of changing the annual student registration process to an on-line process.
7. Over 7,000 computers were serviced by staff to receive the required security and software upgrades. Additionally, approximately 708 new computers were received and installed at school sites. In a related item, as part of a Network Refresh Plan, the replacement of core networking hardware was done, increasing network performance.
8. Conducted an evaluation of the Transportation Department and developed a two-year plan for implementation.
9. Made additional "curb appeal" improvements at several school sites and at the entrance to the District office.
10. Worked with the Rancho Mission Viejo Company to develop tentative mitigation agreements concerning the expansion of Rancho Mission Viejo.
11. Developed and implemented custodial inventory control at all 56 sites.
12. Developed and applied the procedure of combining maintenance work orders and sending maintenance crews to sites for completion of numerous work orders. M&O has purchased two trailers to accommodate supplies needed to complete these work orders. The trailers have increased efficiency and productivity by reducing travel time, gasoline, and the number of vehicles taken to sites. As of May 2012, the Maintenance & Operations Department had completed 8,307 work orders.
13. In addition to routine scheduled grounds maintenance, the Grounds Department has implemented a team-maintenance approach to address specific districtwide needs for enhancing curb appeal and overall appearance of District sites.
14. The Food Services Department replaced outdated "point of service" terminals in the sales lines at 56 schools, resulting in faster transaction time.
15. The Food Services Department completed the automation of two additional sites, which means all sites are now fully automated and parents can set up online lunch and breakfast payments with prepaid accounts. This permits parents to monitor their child's spending.
16. Through the adoption and implementation of Aeries Parent Portal, we are in process of eliminating a substantial portion of the annual registration forms and paperwork by submitting the data online through the Parent Portal. Through the portal, parents will have access to live data on attendance, transcripts, report cards, and class schedules, as well as the ability to update emergency contact information online throughout the year.

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2011-2012 School Year

17. Through the collaborative work of a Technology Advisory Committee, made up of parents, community business partners, teachers, and administration, TIS has updated the three-year Technology Master Plan to be approved by the California Department of Education and the Board of Trustees in June 2012. The plan outlines the educational technology goals in the areas of Curriculum, Internet Safety, Professional Development, Infrastructure, and Adult Literacy.
18. Fully implemented districtwide Copier/Printer Improvement Plan (Managed Print Services)
 - Removed 2800 printers from District Office and school sites, replaced them with 1600 devices (copiers and printers) placed strategically at each site and department. The implementation of this program has saved the District over \$200,000 annually.
19. Expanded Print Shop services to include many that had been outsourced at higher costs, including:
 - Yearbooks
 - Media Guides
 - Student Agendas
 - Calendars
 - Programs
 - Food Services tickets
 - Banners for all school functions
 - Posters for advertisement for school-related functions
 - Photos that are on display at the District office

Board-Superintendent Development and Support

1. Presented formal reports to the Board of Trustees on items of interest, including:
 - Academic Design and Delivery Initiative (August 8, 2011)
 - School Facilities Mitigation Agreements and Community Facilities Districts (September 26, 2011)
 - California Preparatory Academy Update and Strategic Plan (November 30, 2011)
 - Special Education Program and Services (January 30, 2012)
 - District Funding from Redevelopment Agencies in Mission Viejo, San Juan Capistrano, San Clemente (March 28, 2012)
 - Fiscal Year 2012-2013 Budget Development, Preliminary Budget, Development Calendar and Review of 2011-2012 Budget Guidelines and Assumptions (December 12, 2011)
 - Presentation and Receipt of Annual Financial Report for the Year Ending June 30, 2011 (January 25, 2012)
 - Report on 2012-2013 District Budgeting and Finance (February 13, 2012)

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

Instruction and Instructional Support

1. Developed and implemented the first phase of a multiple-year program of professional development and training for administrators and certificated staff members concerning English learner instruction using a “trainer of trainers” approach
2. Preliminary work has been done on ways to reduce the achievement gap between subgroups of students, using an “Achievement for All” model that will raise teacher expectations for all students while providing additional support for those needing more assistance. The following goals support this work:
 - a. Developed an advocacy group on these initiatives called the “Achievement for All” Advisory Group; the group has had one meeting and will convene again in the fall
 - b. Increase student enrollment in courses required for college and university entry
 - c. Raise expectations for all students
 - d. Reduce the number of students participating in special education
 - e. Increase student engagement in instruction
3. Conducted training sessions for all management staff that focused attention on regular classroom instruction as the most appropriate emphasis for all instructional reform and/or improvement initiatives and effort
4. Aligned categorical expenditures to intentionally target the needs of the most “at-risk” students at selected sites
5. Developing and enhancing alternative education options and approaches, including additional pathways for career/technical education
6. Developing and enhancing early identification of at-risk students and providing them with appropriate support for improvement including the expansion of AVID
7. Developed a schedule for printer and computer upgrades in the schools to ensure ongoing enhancement and replacement of hardware
8. Developed a new evaluation process for considering charter school applications and petitions, eliminating the practice of referring such work to legal firms
9. Resolved lingering issues concerning Community Roots Charter School and Capistrano Connections Academy Charter
10. Aligned LEA plan, LEA addendum and other categorical plans to accomplish districtwide goal of closing the achievement gap
11. Developed state-approved autism authorization program

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

12. Established Independent Study High School
13. Supported the implementation of the elementary math curriculum through targeted training
14. Provided professional development and support for hands-on, inquiry-based science
15. Shifted from Data Director to Illuminate data warehousing program
16. Worked with secondary focus groups to begin development of benchmark assessments
17. Modified student conduct policy to reflect cyber-bullying issues
18. Reduced lost ADA by providing in-district, cost-effective alternatives to ACCESS
19. Streamlined and enhanced schools of choice/open enrollment process through Education Division
20. Aligned Education Division goals/processes to CUSD strategic plan
 - a. Implemented 2-year evaluation process with administrators
21. Decreased non-public agency contracts

Internal and External Communication

1. Actively managed strategic media campaign and publicity immediately after appointment as Superintendent, working through the Public Information Officer of previous school district, resulting in extremely positive news coverage on the appointment. Also during this time period, participated in interviews with major newspapers, local newspapers, and a local radio station
2. Developed professional relationships with key personnel in cities within the District and implemented regular meeting schedules with the City of Rancho Santa Margarita and the City of Mission Viejo that are consistent with the settlement agreements developed to resolve recent concerns about the elimination of busing
3. Made improvements to the District website and increased the number of news items that are posted on the site and distributed to the public
4. Developed a greater District presence in social media
5. Developed photo project for the District headquarters to highlight work with students
6. Improved the use of the District's listserve communication system to include weekly updates, called Capo Talk

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

7. Conducted a series of small group meetings with management personnel to broaden communication and discuss new goals and objectives

Community Involvement and Development

1. Launched a community and staff “outreach” program to introduce the Superintendent to a wide spectrum of persons and organizations
2. Developed professional relationship with a variety of District support groups and organizations, including PTA, boosters, and advocacy groups within the region
3. Increased English Learner (EL) parental involvement through District English Learner Advisory Committee (DELAC) participation, parental involvement in Community/CSU Forums
4. Increased community outreach to EL/Hispanic families through site-based Bilingual Community Services Liaisons
5. Conducted multi-agency emergency drills (fire/law enforcement/District)
6. Developed and implemented Pertussis immunization communication and monitoring systems
7. Supplemented after-school programs at San Juan and Viejo elementary schools through the ASES grant
8. Expanded the impact of the GRIP program (recognized for a Golden Bell award this year)
9. Assisted the organizing committee with the 160th anniversary celebration at San Juan Elementary School

Human Resources

1. Refocused on the importance of employee evaluation systems, beginning with management staff
2. Centralized the personnel functions of Human Resources, including hiring, evaluation, and approval of overtime
3. Developed and implemented a position control system to foster improved oversight of the fiscal side of personnel management
4. Developed position specifications and selected an Owner/District Representative to improve oversight of major construction projects in the District

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

5. Developed and distributed a staff directive on political activity during elections, which was ultimately distributed to all Orange County superintendents as a model on the topic
6. Conducted seminars and training sessions with all management staff on the following topics:
 - a. Instruction and instructional improvement approaches
 - b. Reducing workplace vulnerability to employment-related litigation
 - c. Instructional approaches for English learners
 - d. Instructional rigor and direct explicit instructional approaches in regular classrooms
 - e. Oversight and accountability of ASB funds and cash handling
7. Revised the management selection process to be more rigorous and to include external advertisement and applicants
8. Revised the management selection process to include Board participation in the final interviews
9. Organized and provided specialized training for management staff contributing to increased time in classrooms, offices, or work sites
10. Conducted focus groups with staff members at Oak Grove Elementary School, Aliso Viejo Middle School, Newhart Middle School, Capistrano Valley High School, and Dana Hills High School, to assist in the selection of new principals
11. Developing a training program for athletic directors and coaches concerning supervision of student athletes and fundraising protocols
12. Reduced dependency on external legal counsel by depending on personal knowledge, experience, and research
13. The following positions were filled:
 - Chief Communications Officer
 - Executive Director, Facilities
 - Newhart Middle School Principal
 - Aliso Viejo Middle School Principal
 - Newhart Middle School Assistant Principal
 - Marco Forster Middle School Assistant Principal
 - Capistrano Valley High School Principal
 - Capistrano Valley High School Activities Director
 - Oak Grove Elementary School Principal
 - Assistant Superintendent, SELPA
 - Executive Director, Secondary Schools
 - Carl Hankey K-8 School Principal
 - Palisades Elementary School Principal
 - Dana Hills High School Principal
 - Budget Manager

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

Business, Facilities, Finance, Operations

1. Centralized oversight of attorney billing to increase accountability and control of legal costs
2. Working through the newly hired Owner/District Representative, revised the construction plans for the San Juan Hills High School pool project and worked through support groups to minimize controversies about the resulting delays
3. Working through the newly hired Owner/District Representative, redesigned Capistrano Valley High School Performing Arts Center, rebid the project, and began the construction planning process
4. Worked through Maintenance and Operations staff to improve the exterior appearance and landscaping of the District office, the "Teacherage," approximately eight school sites, and key facilities throughout the District
5. Implementing a new "use of facilities" software program to automate the scheduling of District facilities
6. Conducted traffic flow analysis at key sites to determine ways of mitigating traffic issues
7. A "planning for innovation" protocol was implemented to bring all parties potentially affected by a change, or innovation, together at the inception of such action, thereby reducing potentially negative impacts
8. Developed implementation plans for settlement agreements with the cities of Mission Viejo and Rancho Santa Margarita
9. Reducing non-essential expenditures
10. Resolved issues of inappropriate merchandizing of school mascots
11. Developing training programs for implementation on a variety of business-related topics, including:
 - a. Handling cash and related financial management
 - b. ASB and foundation fundraising activities
 - c. Faster processing of purchase order, requisitions, and work orders
12. Provided ASB/liability training to site teams through CSBA
13. Brought closure and settlement to Whispering Hills litigation
14. Renewed and strengthened the District's relationship with officials from the Mission Viejo Company in anticipation of new construction projects that are planned

Support Materials for Goals and Preliminary Evaluation of the District Superintendent

Superintendent and District Accomplishments during the 2010-2011 School Year

Board-Superintendent Development and Support

1. Implemented new editing process to ensure accuracy in the preparation of Board packets, exhibits, and related support materials
2. Strengthened staff-to-Board communication through a weekly update





Pillar 1: Community Relations

We believe that effective community relations value and reflect:

- Integrity
- Transparency
- Accessibility
- Accuracy
- Consistency
- Collaboration
- Trustworthiness
- Timeliness
- Respect

Vision:

The district establishes effective community relations through which collaborative partnerships are fostered and valued between and among the school district, parents, school-connected organizations, municipalities, and the greater community. Information is readily available, reliable, and timely. Partners work together to support student learning in a climate of courtesy, dignity and mutual respect.

Strategic Initiatives:

• **Strategy 1.1: Strengthen collaborative community partnerships**

2010-11 Objectives:

- 1.1.1. Establish Community Partnership committee charged with:
 - Reinforcing, encouraging and enhancing facility use agreements with communities/cities
 - Sharing of resources
 - Identifying and addressing common goals
- 1.1.2. Expand parent involvement and education opportunities, including strategies for reaching underrepresented parent groups.
- 1.1.3. Identify best practices for effective use of volunteers
- 1.1.4. Implement annual focus groups to obtain feedback/input regarding progress toward meeting district goals.
- 1.1.5. Establish regular meetings between the district and municipalities.

• **Strategy 1.2: Ensure that public information is readily available, reliable, and timely.**

2010-11 Objectives:

- 1.2.1. Ensure accessibility of information for stakeholders through a variety of vehicles, including translation of information when appropriate.
- 1.2.2. Support and expand use of school websites that conform to a uniform standard to communicate meaningful information to students, parents, and staff.

• **Strategy 1.3: Promote a climate of courtesy, dignity, and mutual respect.**

2010-11 Objectives:

- 1.3.1. Create venues for two-way communication with stakeholders.
- 1.3.2. Strengthen use of parliamentary procedure at formal meetings.
- 1.3.3. Regularly disseminate information regarding positive achievements of students, staff, and district.



Pillar 2: Safe and Healthy Schools

We believe that every school should value and reflect an environment that:

- Is clean and operational
- Fosters a positive school climate that is conducive to student learning
- Meets students' unique health needs
- Is prepared for disasters and emergencies
- Provides adequate student supervision
- Partners with families and the surrounding community to ensure student health and safety
- Models good nutrition and fitness habits

Vision:

All schools utilize positive behavior support systems to create environments that are welcoming and conducive to student learning. Staff to student ratios support effective student supervision. The district and its schools work in partnership with parents, agencies, and community resources to positively impact student health and safety. All facilities are clean, modernized, and embed up-to-date technology. Disaster/crisis preparation and response procedures are well-defined and articulated, and adequate resources are allocated.

Strategic Initiatives:

- **Strategy 2.1: Support the implementation of positive behavior systems in all schools.**

2010-11 Objectives:

- 2.1.1. Establish a district-wide network/communication vehicle in support of site behavior systems that encourages collaboration and the exchange of ideas and resources.

- **Strategy 2.2: Enhance community partnerships in support of student health and safety.**

2010-11 Objectives:

- 2.2.1. Expand district programs that provide early identification and intervention for at-risk students.
- 2.2.2. Provide information and training that helps parents to recognize and address at-risk behaviors in their children.
- 2.2.3. Maintain district interagency Student Safety and Welfare Council.
- 2.2.4. Foster multi-agency collaboration in programs to support positive learning environments.



Pillar 2: Safe and Healthy Schools (continued)

- **Strategy 2.3: Maintain and modernize all school facilities and infrastructures to ensure a safe and healthy environment for all students.**

2010-11 Objectives:

- 2.3.1. Refine and monitor standards for maintenance to ensure consistency across sites.
- 2.3.2. Prioritize upgrades for health office and nutrition facilities.

- **Strategy 2.4: Sustain and refine district and school emergency preparedness.**

2010-11 Objectives:

- 2.4.1. Continue participation in the multi-agency Emergency Response training.
- 2.4.2. Continue to build district and site capacity in National Incident Management System (NIMS) protocols.
- 2.4.3. Maintain the Emergency Communication System (monthly radio tests, repeater maintenance, Connect-Ed system) and drill processes.
- 2.4.4. Build capacity for implementing the District Emergency Operations Center (EOC).

- **Strategy 2.5: Expand the district's ability to meet the health and nutrition needs of all students**

2010-11 Objectives:

- 2.5.1. Explore appropriate alternatives for staffing health services that increase efficiency and effectiveness, while ensuring adequate coverage of students with critical health needs.
- 2.5.2. Refine district Student Wellness Policy through a collaborative effort among teachers, administrators, students, parents, and community partners.



Pillar 3: Academic Achievement & Enrichment

We believe that every student should receive an educational program that reflects:

- A focused, rigorous curriculum designed to yield high levels of learning for all students
- Highly effective instructional practices across all schools and classrooms
- Balanced curricular offerings that support and engage all students
- A collaborative system of support that addresses their unique learning needs
- Multiple pathways leading to post high school success
- The development of lifelong learners, problem solvers, and collaborators
- A partnership between home and school in support of student learning

Vision:

Working within a professional learning community, all staff members collaborate to deliver effective, differentiated instruction that maximizes student learning and closes the achievement gap. The curriculum clearly and consistently targets skills and concepts considered essential for proficiency, and extends beyond academics to impact lifelong learning, enrichment, and personal success. Instruction fosters high level thinking through the use of individual and group problem-solving experiences. Schools strive to engage all students in the school community. Educators collect, analyze, and utilize a variety of data to inform classroom, school, and program decisions. Parents are informed and work in partnership with staff to optimize student learning.

Strategic Initiatives:

- **Strategy 3.1: Align instruction, assessment, and interventions to achieve high levels of learning, and close the gap for underperforming student groups.**

2010-11 Objectives:

- 3.1.1. Deliver professional development and develop additional resources to support the implementation of an aligned curriculum, including the teaching of power standards, standards-based grading and reporting, and the use of formative assessments.
- 3.1.2. Provide ongoing training and support in the use of data to increase student learning.
- 3.1.3. Continue to increase the completion rate of UC/CSU subject A-G requirements.
- 3.1.4. Establish a Response to Intervention and Instruction (RtI²) Task Force to define a districtwide intervention framework and identify guidelines for site development and implementation.
- 3.1.5. Provide targeted professional development and support the use of effective instructional strategies that positively impact the learning of English Learners and Special Needs students.
- 3.1.6. Support the implementation of the mathematics and science curriculum, with particular focus on the development of student inquiry and problem-solving.



Pillar 3: Academic Achievement & Enrichment (continued)

- 3.1.7. Establish a homework task force to review current research related to the effective use of homework, gather data on current practice, and make recommendations to revise current policy.

- **Strategy 3.2: Refine implementation of the Professional Learning Communities model, in which collaborative teams focus on high levels of learning for all.**

2010-11 Objectives:

- 3.2.1. Provide leadership team training on the critical aspects of Professional Learning Communities.
- 3.2.2. Assist sites to evaluate their progress in the PLC model, and provide support and assistance to increase their level of implementation.
- 3.2.3. Expand the accessibility and use of data warehousing to assist schools' analysis of student learning.

- **Strategy 3.3: Develop and refine alternative programs for students.**

2010-11 Objectives:

- 3.3.1. Refine and expand programs that provide alternative pathways to high school graduation and credit recovery.
- 3.3.2. Expand the CHOOSE program to include 9th grade.

- **Strategy 3.4: Increase opportunities for and participation in coursework aligned to career pathways.**

2010-11 Objectives:

- 3.4.1. Identify areas for expansion of Career Technical Education (CTE) pathways within the district's course of study.
- 3.4.2. Identify additional CTE courses that meet eligibility for articulation with community colleges.
- 3.4.3. Provide training and informational resources to staff, students, and parents regarding the availability of CTE pathways leading to higher learning opportunities and employability.

- **Strategy 3.5: Increase student engagement and connectedness within schools.**

2010-11 Objectives:

- 3.5.1. Provide an educator networking vehicle that enables secondary schools to share best practices for engaging students and building community.
- 3.5.2. Implement a districtwide awareness campaign that highlights the benefits of students' involvement in extracurricular activities.
- 3.5.3. Conduct district and site-based student focus groups to elicit input regarding student engagement.



Pillar 4: Character Development

We believe that school cultures, structures, and practices should promote:

- Integrity
- Respect
- Service to others
- Leadership skills
- Acceptance of differences/diversity
- Responsibility to self and others
- Problem-solving/decision making
- Citizenship

Vision:

A common curriculum is embedded and delivered to students in support of character development. A culture exists at every school that engages students in the process of promoting respect, acceptance, and ethical conduct. Districtwide networks exist to enable sharing of best practices. Community partnerships exist and work collaboratively to recognize and support exemplary character.

Strategic Initiatives:

- **Strategy 4.1: Identify a universal curriculum of character-related skills and concepts.**

2010-11 Objectives:

- 4.1.1. Establish a teacher task force for each grade configuration (i.e. K-5, 6-8, 9-12) charged with identifying a set of skills and concepts related to character development and curriculum links for their instruction.
- 4.1.2. Establish a subcommittee charged to study the potential impact that would be created by requiring community service hours for secondary students.
- 4.1.3. Define and deliver anti-bullying instruction at all schools.

- **Strategy 4.2: Establish a network to share best practices among schools related to the promotion of character development, including engagement of students in the process.**

2010-11 Objectives:

- 4.2.1. Identify critical groups of teachers to launch Year 1 networking activities, including those serving students through the PAL program, Link Crew, and other service-oriented programs.
- 4.2.2. Obtain input from students through the use of focus groups.

- **Strategy 4.3: Establish community partners in support of development and recognition of character indicators.**

2010-11 Objectives:

- 4.3.1. In conjunction with the district Collaborative Partnership Committee, identify specific goals related to support of character development/citizenship.
- 4.3.2. Promote school involvement with student government opportunities (e.g. Model UN, YMCA Model Legislature and Model Court).



Pillar 5: Effective Operations

We believe that district operations support the delivery of service to students and should reflect:

- Fiscal soundness
- Effective communication and collaboration
- Positive employer/employee relations
- Efficiency and clarity of processes
- An infrastructure that builds capacity for best practices

Vision:

All facets of the district work collaboratively to achieve district's vision for its schools and students. There are collaborative processes and effective systems for to ensure effective interdepartmental communications and efficient use of resources. An adequate infrastructure exists that enables the delivery of best practice in work flow and instruction. Response to requests is timely. Decisions are made with input of those they affect. Sites and district leaders are equipped to guide continuous improvements.

Strategic Initiatives:

- **Strategy 5.1: Ensure clear lines of communication and information across departments.**

2010-11 Objectives:

- 5.1.1. Publish "who to contact" information for each department and function.
- 5.1.2. Enhance cross-departmental vehicles for decision-making and communication.

- **Strategy 5.2: Enhance efficiency of systems across departments.**

2010-11 Objectives:

- 5.2.1. Explore "paperless" systems of requisitions and work orders, which would allow for an expedited process and enable initiators to track progress toward completion.
- 5.2.2. Establish an on-demand system for training site and district personnel in updated procedures and guidelines related business and personnel operations.
- 5.2.3. Consolidate meetings or use alternative delivery systems for information.

- **Strategy 5.3: Enhance capacity of formal and informal leaders.**

2010-11 Objectives:

- 5.3.1. Provide site administrator training related to budget development and monitoring.
- 5.3.2. Implement low-cost strategies to build site administrator capacity, including the enhancement of the Teaching Assistant Principal (TAP) program, administrative credential cohorts, and leadership team training.



Pillar 5: Effective Operations (continued)

- **Strategy 5.4: Reduce non-essential expenditures and increase budgetary enhancements.**

2010-11 Objectives:

- 5.4.1. Continue to identify low-cost alternatives for materials and supplies.
- 5.4.2. Continue seeking grant opportunities and avenues for revenue enhancement.

- **Strategy 5.5: Enhance technology infrastructure to support site and department efficiency and best practices.**

2010-11 Objectives:

- 5.5.1. Upgrade hardware at E-Rate eligible school sites.
- 5.5.2. Upgrade human resource and finance software system.
- 5.5.3. Standardize wireless configurations (Phase 1) across district.
- 5.5.4. Develop a replacement plan for antiquated hardware.
- 5.5.5. Continue to identify grant and federal funding to support objectives related to instructional technology.
- 5.5.6. Improve processes and tools for collecting, managing, and reporting student information.

MEETINGS**Meetings and Notices**

Meetings of the Board of Trustees are conducted for the purpose of accomplishing District business. A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or District. (Government Code §54952.2)

In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board procedures.

Except as authorized by law, direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action to be taken by the Board on any item of District business. (Government Code §54952.2)

Regular Meetings

By June of each school year the Board of Trustees shall adopt a yearly calendar specifying the date, time and place of each scheduled meeting of the Board for the upcoming fiscal/school year. The Board shall hold at least one regular meeting per month and will schedule other meetings as needed.

All regular meetings of the Board shall be held at 7 p.m. on the second ~~Monday~~ Wednesday and fourth Wednesday of each month in the Board Room of the Education Center. If at any time a regular meeting of the Board falls on a holiday, the Board will determine an alternate date.

All meetings of the Board shall be open to the public, with the exception of closed sessions. (Government Code 54953)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. Effective July 1, 2008, SB 343 expands the public's right to inspect documents that are distributed to Board members less than 72 hours before a regular meeting. If these documents relate to an open session item at a regular meeting, they must be made available for public inspection at the time they are distributed to the Board of Trustees (Government Code §54957.5.). No action shall be taken on any item not appearing on the posted agenda, except as allowed by law. (Government Code §54954.2) Agendas shall be posted at the Education Center, 33122 Valle Road, San Juan Capistrano, California, on the District web site, www.capousd.org, and school sites.

Agendas for Board meetings shall be available to any person who has filed with the Board a written request. Requests are valid for one year from the date filed unless renewed. (Government Code §54954.1)

Persons requesting agendas may be required to pay an annual fee as determined by Board Policy.

MEETINGS (continued)

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). (Government Code §54953.2, 54954.1)

To facilitate such an accommodation, and to give officials ample time to make arrangements for any modification or accommodation, the person needing accommodation, or his or her spokesperson, should contact the Superintendent's office with sufficient prior notice so such modifications or accommodations may be made. (As an example of the need for such prior notice, some modifications or accommodations may require special equipment or additional staff assistance at the meeting.)

Special Meetings

Special meetings of the Board may be called by the presiding officer, the Superintendent in consultation with the Board President or a majority of the Board members.

Notice of special meetings shall be received at least 24 hours before the meeting by all Board members, the Superintendent, and by the local media who have requested such notice in writing. This notice also shall be posted at least 24 hours before the meeting in a location freely accessible to the public. This notice shall specify the time and place of the meeting and the business to be transacted; no other business shall be considered at these meetings. (Education Code §35144, Government Code §54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code §54954.3)

Emergency Special Meeting

The Board may hold a special meeting without complying with the 24-hour notice requirement in the case of an emergency situation. An emergency situation means:

1. A work stoppage or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board.
2. A crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

The Board President or designee shall give notice of the emergency special meeting to the local media by telephone one hour before the meeting. If telephone services are not functioning, the notice requirement of one hour is waived. As soon after the meeting as possible, the Board shall notify the local media that the meeting was held and shall describe the purpose of the meeting and any action taken by the Board.

MEETINGS (continued)

No closed session may be held during an emergency special meeting. All other rules governing special meetings shall be observed, with the exception of the 24-hour notice requirement.

The minutes of the meeting, a list of persons the president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code §54956.5)

Adjourned Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place which shall be specified in the order of adjournment. Within 24 hours after a meeting has been adjourned to a later time, a copy of the order of adjournment shall be posted at the meeting site.

If no members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code §54955)

Study Sessions and Public Forums

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session or public forum. Also such meetings shall comply with the Brown Act and shall be held in open session and within District boundaries. Action items shall not be included on the agenda for these meetings.

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code §11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code §54961)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means, through either audio, video or both. (Government Code §54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code §54953)

MEETINGS (continued)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within District boundaries. (Government Code §54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code §54953)

*Legal Reference:*EDUCATION CODE

35140 *Time and place of meetings*

35143 *Annual organizational meeting date, and notice*

35144 *Special meeting*

35145 *Public meetings*

GOVERNMENT CODE

54950-54957.9 *Meetings, especially*

54953 *Meetings to be open and public; attendance*

54954 *Time and place of regular meetings; holidays; emergencies*

54954.2 *Agenda posting requirements, board actions*

54956 *Special meetings; call; notice*

54956.5 *Emergency meetings in emergency situations*

Bylaw

revised: June 14, 1999

revised: September 15, 2003

revised: July 21, 2008

revised: August 11, 2009

revised: June 29, 2011

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

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

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

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

Priority Criteria for School Placement

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

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

Determination of Openings

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

OPEN ENROLLMENT SCHOOL OF CHOICE (continued)

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

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

Schools with Openings

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

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

Placement Procedures

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

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

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

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

OPEN ENROLLMENT SCHOOL OF CHOICE (continued)

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

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

Eligibility for Interscholastic Athletic Participation

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

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

Home-to-School Bus Transportation

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

Nonrequirements to the District

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

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

Transfer Back to the School of Residence

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

OPEN ENROLLMENT SCHOOL OF CHOICE(continued)

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

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

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

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

*Legal Reference:*EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

29 Ops.Cal.Atty.Gen. 63

GOVERNMENT CODE

53312.7 Establishment of community facilities district; goals and policies

Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 879

Crawford v. Board of Education (1976) 17 Cal.3d 280

POLICY

adopted: February 8, 1999

revised: November 17, 2003

revised: December 8, 2003

revised: February 11, 2008

revised December 15, 2009

revised March 8, 2011

revised February 29, 2012

revised

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-33

**RESERVING THE RIGHT TO MAKE
2013-2014 CUMA EMPLOYEE COMPENSATION REDUCTIONS**

WHEREAS, present and projected reductions in state funding for California public schools have resulted, and will continue to result, in a significant decrease in income for the District; and

WHEREAS, as a result of revenue deficits in state funding, the District will be required to reduce its 2013-2014 budget in the amount of \$31 million; and

WHEREAS, the reduction in state funding necessitates the Board consider all available options for reduction of spending; and

WHEREAS, the Board of Trustees desires to reserve the right to reduce compensation for unrepresented employees for the 2013-2014 school year; and

WHEREAS, employee salaries constitute more than 90 percent of the District budget; and

WHEREAS, the Board of Trustees will reopen collective bargaining agreements with the Capistrano Unified Education Association, the California School Employees Association, and Teamsters, which have the effect of reducing employee compensation for the 2013-2014 school year; and

WHEREAS, the Board of Trustees has determined it is appropriate to inform all employees of the Board's decision to negotiate possible 2013-2014 compensation reductions.

NOW THEREFORE BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District, does hereby:

Find it is necessary to consider a reduction in salaries and work year/annual compensation for certificated and classified management employees for the 2013-2014 fiscal year, and

BE IT FURTHER RESOLVED the Board of Trustees' designees are directed to notify all administrative, supervisory, and confidential employees of the possibility adjustments may be made with respect to work year, compensation, and benefits for the 2013-2014 school year; and

BE IT FURTHER RESOLVED the Board of Trustees reserves the right to reduce annual compensation for unrepresented employees effective July 1, 2013, or a date thereafter;

PASSED AND ADOPTED this 27th day of February 2013, by the Capistrano Unified School District Board of Trustees.

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 27th day of February, 2013, by a roll call vote.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

DATED: February 27, 2013

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

By: _____
Anna Bryson
Clerk of the Board of Trustees

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

Date: February 27, 2013

c: Superintendent, Orange County Department of Education

**DISTRICT LETTERHEAD
SAMPLE LETTER TO EMPLOYEES**

Date: _____

Dear

California and the District continue to face significant budget challenges. While the Governor's January Budget proposes a minimal COLA (1.65 percent), the District continues to face a 22.272 percent budget deficit factor. This means the District is funded \$0.77 of every dollar, or more than 20 percent less than revenues entitled. Until the state budget is officially adopted, the District must be prepared for any additional reductions that may result between now and budget enactment.

Therefore, out of necessity, the District must reserve the right to reduce salary and/or the work year of employees that will have the effect of reducing annual salaries beginning in the 2013-2014 school year.

We regret the need for this notice; however, in order to be fiscally responsible, the Board believes it must preserve its options in light of the continuing budget challenges.

Sincerely,

Jodee Brentlinger
Assistant Superintendent
Personnel Services

CALIFORNIA EDUCATION CODE

45022 The governing board of any school district shall fix and order paid the compensation of persons in public school service requiring certification qualifications employed by the board unless otherwise prescribed by law.

45032. The governing board of a school district may at any time during any school year increase the salaries of persons employed by the district in positions requiring certification qualifications, such increase to be effective on any date ordered by the governing board.

45162. (a) The governing board of any school district shall, not later than the date prescribed by law for approval of the publication budget of every year, fix the annual salaries for the ensuing school year for all persons employed by the district in positions not requiring certification qualifications. The governing board may, at the time, include an increase in such annual salaries, all or part of which increase is conditional upon the actual receipt by the district of anticipated revenue from all sources. If the revenue actually received is less than that anticipated, the governing board may, at any time during the school year, reduce such annual salaries by an amount not to exceed the amount which was granted subject to the receipt of such revenues.

(b) The governing board of a school district may, at any time during the school year, increase the salaries of persons employed by the district in positions not requiring certification qualifications. Such increase shall be effective on any date ordered by the governing board.

(c) A governing board may, at any time, increase the wages or salaries of classified employees if the board or, in a merit system district, the personnel commission approves a classification change in a position, a class of positions, or any or all of the positions or classes of positions a part of the classified service.

(d) The provisions of this section shall not be construed to permit a governing board to demote or dismiss an employee as a result of reclassification of a position or class of positions except as may otherwise be permitted by law.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1213-34

WEEK OF THE SCHOOL ADMINISTRATOR

WHEREAS, approximately 23,000 certificated and classified school administrators work in California's public schools; and 195 work in the Capistrano Unified School District; and

WHEREAS, certificated and classified administrators provide leadership and support for the educational program by developing and implementing curriculum; selecting textbooks and instructional materials; recruiting, training, and evaluating staff; managing budgets; monitoring cost controls; implementing school board policies; complying with federal, state, and local regulations and laws; planning and maintaining school facilities; and providing transportation, nutrition, and social service programs to pupils and their families; and

WHEREAS, site level leaders, central office managers, and confidential employees promote ongoing student achievement and success and believe in the value of a quality education; and

WHEREAS, the Board of Trustees of Capistrano Unified School District applauds and commends the administrators and confidential employees of this school District for their leadership, professionalism, and service to the entire school community.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Capistrano Unified School District recognizes March 3 through 9, 2013, as the *Week of the School Administrator* in honor of the many outstanding contributions and services provided by the leaders in California's public school districts;

PASSED AND ADOPTED this 27th day of February 2013, by Capistrano Unified School District Board of Trustees of Orange County, California.

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 27th day of February 2013, by a roll call vote.

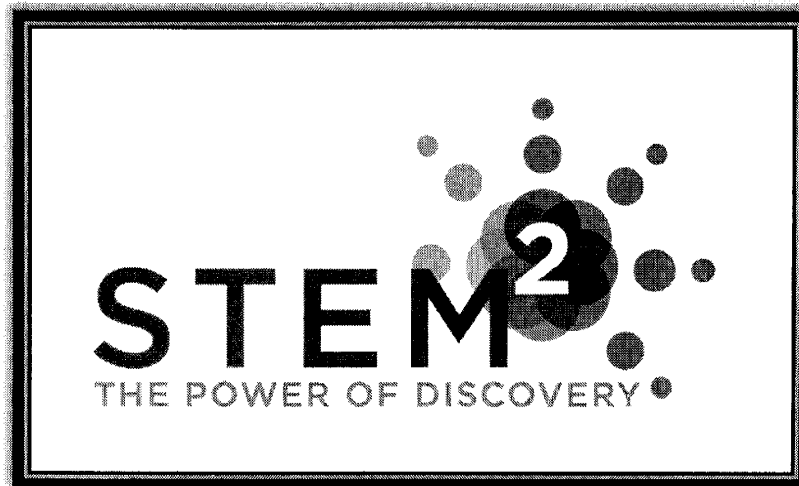
AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

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



MEMORANDUM OF UNDERSTANDING COMPONENTS

This Memorandum of Understanding (MOU) is intended to serve as an agreement between Capistrano Unified School District and Kinoshita YMCA.

The purpose of this Memorandum of Understanding is ensuring a commitment by both parties to carry out the vision and mission of the *Power of Discovery: STEM²*. In doing so, both parties will work collaboratively with each other, as well as local and regional partners to provide support and resources necessary to advance quality STEM learning opportunities to students California's Out-of-School time programs.

The Power of Discovery: STEM² is part of the California After School Network (CAN) and California STEM Learning Network's (CSLNet) effort to mobilize a broad coalition of stakeholders who will work together to increase quality STEM (Science, Technology, Engineering and Math) learning opportunities in Out-of-School Time (OST) programs. This initiative focuses on the creation and implementation of a robust, statewide system of **Regional Innovation Support Providers and Virtual Innovation Supports**. These Regional and Virtual Innovation Supports will work together to implement a comprehensive multi-year strategic plan that will facilitate cross-sector partnerships and increase the professional capacity of OST programs to offer high-quality STEM learning opportunities.

This initiative is made possible with the generous support and partnership from the S.D. Bechtel Jr. Foundation, the Noyce Foundation, and the Samueli Foundation

Both parties will review the Memorandum of Understanding annually.

ROLES AND RESPONSIBILITIES

Regional Innovation Support Provider (RISP) will:

- Assist OST Providers with the implementation of the Needs and Readiness Assessment form.
- Provide direct assistance to OST Providers in drafting a *The Power of Discovery: STEM²* Program Plan.

EXHIBIT 12

- Match OST Provider needs with STEM partner resources.
- Provide guidance on how to align with the regular day and integrate Common Core and Next Generation Science Standards.
- Provide and connect to regional resources for on-going professional development.
- Provide guidance in creating a STEM Program Plan based on review of Needs and Readiness Assessment.
- Provide support to build connections with other local STEM districts/agencies.
- Collaborate with University of California, Irvine evaluation team to assist OST Providers in collecting program data.
- Collect and disseminate information on promising practices, and available resources
- Facilitate communities of practice within the region.
- Provide support and access to resources for assessment and continuous improvement
- Address additional areas of support as indicated by the OST Provider.
- Assist OST Provider in creating a plan of sustainability beyond the MOU agreement.

Out-of-School Time Provider and Collaborative Partners will:

- Create and carry out a *Power of Discovery: STEM²* Program Plan to include:
 - Work with Regional Innovation Support Provider to identify local STEM providers and resources to include in *The Power of Discovery: STEM²* Program Plan.
 - Include steps to align STEM program with the core instructional day and the Common Core and Next Generation Science Standards.
 - Include Professional Development plan to support implementation of STEM goals to a point of self-sufficiency through a local capacity model.
 - Include a plan to support staff around program quality through observations and coaching sessions to assess and improve program quality.
 - Work with Regional Innovation Support Provider to identify and leverage local partnerships
- Participate in evaluation and on-going regional STEM outcomes as required by the University of California, Irvine's evaluation team including:
 - Program Outcomes
 - Staff Outcomes
 - Student Outcomes
- Work directly with Regional Innovation Support Provider to review progress, surface promising strategies, and addressing challenges.
- Participate in local and regional network of communities of practice.
- Create a plan of sustainability beyond the MOU agreement.

School Site Covered by MOU			
School Site	Address	Contact Person (Email and phone)	Estimated Number of Students Served
Kinoshita Elementary School	2 Via Positiva San Juan Capistrano, CA 92675	Elisa Slee ejslee@capousd.org 949-234-9273 Kristelle Perez kperez@ymcaoc.org 949-234-5391	84

SIGNATURES:

**Regional Innovation Support
Provider (District)**

Dr. Joseph M. Farley
Name (Print)

Signature

Capistrano Unified School District
Organization

Superintendent
Title

33122 Valle Road, SJC, CA
Address

949-234-9200
Phone Number

cscott@capousd.org
Email Address

**Out-of-School Time Provider
(Partner)**

Name (Print)

Signature

Organization

Title

Address

Phone Number

Email Address

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 23rd 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 the 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.

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; and

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services:

1 1.1 Provide English Language Development (ELD) Standards
2 Professional Development Training: One (1) day
3 Elementary, Instructional coaches, One (1) day
4 Secondary.

5 2.0 TERM. This AGREEMENT shall commence on March 6, 2013, and
6 end on March 13, 2013, subject to termination as set forth in Section
7 9.0 of this AGREEMENT.

8 3.0 COMPENSATION.

9 A. DISTRICT agrees to pay SUPERINTENDENT for services
10 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
11 total sum not to exceed Two thousand four hundred dollars (\$2,400.00)
12 for services satisfactorily rendered pursuant to Section 1.0 of this
13 AGREEMENT.

14 B. Payment shall be mailed to: Orange County Superintendent
15 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box
16 9050, Costa Mesa, California 92628-9050, or at such other place as
17 SUPERINTENDENT may designate in writing.

18 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
19 this AGREEMENT, shall be and act as an independent contractor.
20 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
21 SUPERINTENDENT'S employees shall not be considered officers,
22 employees or agents of the DISTRICT and are not entitled to benefits
23 of any kind or nature normally provided employees of the DISTRICT
24 and/or to which DISTRICT'S employees are normally entitled,
25 including, but not limited to, State Unemployment Compensation or
Workers' Compensation. SUPERINTENDENT assumes the full responsibility

1 for the acts and/or omissions of its employees or agents as they
2 relate to the services to be provided under this AGREEMENT.
3 SUPERINTENDENT shall assume full responsibility for payment of all
4 federal, state and local taxes or contributions, including
5 unemployment insurance, social security and income taxes with respect
6 to SUPERINTENDENT'S employees.

7 5.0 HOLD HARMLESS/INDEMNIFICATION.

8 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
9 hold harmless DISTRICT, its Governing Board, officers, agents, and
10 employees from liability and claims of liability for bodily injury,
11 personal injury, sickness, disease, or death of any person or
12 persons, or damage to any property, real personal, tangible or
13 intangible, arising out of the negligent acts or omissions of
14 employees, agents or officers of SUPERINTENDENT or the Orange County
15 Board of Education during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from liability and claims of
19 liability for bodily injury, personal injury, sickness, disease, or
20 death of any person or persons, or damage to any property, real,
21 personal, tangible or intangible, arising out of the negligent acts
22 or omissions of employees, agents or officers of DISTRICT during the
23 period of this AGREEMENT.

24 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
25 or assign the performance of any of the services in this AGREEMENT
with out prior written approval of the party.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. At the date
4 of this AGREEMENT, the addresses of the Parties are as follows:

5 DISTRICT: Capistrano Unified School District
33122 Valle Road
6 San Juan Capistrano, California 92675
Attn: _____

7
8 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
9 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

10 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
11 seek redress for violation of, or to insist upon, the strict
12 performance of any term or condition of this AGREEMENT shall not be
13 deemed a waiver by that party of such term or condition, or prevent a
14 subsequent similar act from again constituting a violation of such
15 term or condition.

16 12.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,
18 void, or unenforceable, the remaining provisions will nevertheless
19 continue in full force and effect, and shall not be affected,
20 impaired or invalidated in any way.

21 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
22 shall be governed by the laws of the State of California with venue
23 in Orange County, California.

24 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
25 attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or

1 agreement with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: CAPISTRANO UNIFIED
6 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
Authorized Signature

BY: Patricia M. McCaughey
Authorized Signature

8 PRINTED NAME: Dr. Joseph M. Farley

PRINTED NAME: Patricia McCaughey

9 TITLE: Superintendent

TITLE: Coordinator

10 DATE: February 27, 2013

DATE: January 23, 2013

11
12
13 CUSD-Income(39114)13
ZIP 6

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 5th day of February, 2013, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the 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.

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; and

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services:

EXHIBIT 14

1 1.1 Conduct one-day training session each for the
2 Elementary Instructional coaches and for the
3 Secondary Instructional coaches to implement
4 Scaffold for Supporting English Learners with the
5 Common Core State Standards. Training materials
6 included in the training session. The Scaffold tool
7 must be purchased separately.

8 2.0 TERM. This AGREEMENT shall commence on March 20, 2013, and
9 end on March 26, 2013, subject to termination as set forth in Section
10 9.0 of this AGREEMENT.

11 3.0 COMPENSATION.

12 A. DISTRICT agrees to pay SUPERINTENDENT for services
13 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
14 total sum not to exceed Two thousand six hundred dollars (\$2,600.00)
15 for services satisfactorily rendered pursuant to Section 1.0 of this
16 AGREEMENT.

17 B. Payment shall be mailed to: Orange County Superintendent
18 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box
19 9050, Costa Mesa, California 92628-9050, or at such other place as
20 SUPERINTENDENT may designate in writing.

21 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
22 this AGREEMENT, shall be and act as an independent contractor.
23 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
24 SUPERINTENDENT'S employees shall not be considered officers,
25 employees or agents of the DISTRICT and are not entitled to benefits
 of any kind or nature normally provided employees of the DISTRICT

1 and/or to which DISTRICT'S employees are normally entitled,
2 including, but not limited to, State Unemployment Compensation or
3 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
4 for the acts and/or omissions of its employees or agents as they
5 relate to the services to be provided under this AGREEMENT.
6 SUPERINTENDENT shall assume full responsibility for payment of all
7 federal, state and local taxes or contributions, including
8 unemployment insurance, social security and income taxes with respect
9 to SUPERINTENDENT'S employees.

10 5.0 HOLD HARMLESS/INDEMNIFICATION.

11 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
12 hold harmless DISTRICT, its Governing Board, officers, agents, and
13 employees from liability and claims of liability for bodily injury,
14 personal injury, sickness, disease, or death of any person or
15 persons, or damage to any property, real personal, tangible or
16 intangible, arising out of the negligent acts or omissions of
17 employees, agents or officers of SUPERINTENDENT or the Orange County
18 Board of Education during the period of this AGREEMENT.

19 B. DISTRICT hereby agrees to indemnify, defend, and hold
20 harmless SUPERINTENDENT, the Orange County Board of Education, and
21 its officers, agents, and employees from liability and claims of
22 liability for bodily injury, personal injury, sickness, disease, or
23 death of any person or persons, or damage to any property, real,
24 personal, tangible or intangible, arising out of the negligent acts
25 or omissions of employees, agents or officers of DISTRICT during the
period of this AGREEMENT.

1 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
2 or assign the performance of any of the services in this AGREEMENT
3 with out prior written approval of the party.

4 7.0 TOBACCO USE POLICY. In the interest of public health, the
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and vehicles,
7 and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
9 abide with conditions of this policy could result in the termination
10 of this AGREEMENT.

11 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
12 they will not engage in unlawful discrimination in employment of
13 persons because of race, color, religious creed, national origin,
14 ancestry, physical handicap, medical condition, marital status, or
15 sex of such persons.

16 9.0 TERMINATION. Either party may terminate this AGREEMENT with
17 or without reason with the giving of thirty (30) days written notice
18 to the other party. DISTRICT shall compensate SUPERINTENDENT only
19 for services satisfactorily rendered to the date of termination.
20 Written notice by DISTRICT shall be sufficient to stop further
21 performance of services by SUPERINTENDENT. Notice shall be deemed
22 given when received by the SUPERINTENDENT or DISTRICT or no later
23 than three (3) days after the day of mailing, whichever is sooner.

24 10.0 NOTICE. All notices or demands to be given under this
25 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

1 registered or certified mail, return receipt requested, with postage
2 prepaid. Service shall be considered given when received if
3 personally served or if mailed on the third day after deposit in any
4 U.S. Post Office. The address to which notices or demands may be
5 given by either party may be changed by written notice given in
6 accordance with the notice provisions of this section. At the date
7 of this AGREEMENT, the addresses of the Parties are as follows:

8 DISTRICT: Capistrano Unified School District
 33122 Valle Road
9 San Juan Capistrano, California 92675
 Attn: _____

10 SUPERINTENDENT: Orange County Superintendent of Schools
11 200 Kalmus Drive
 P.O. Box 9050
12 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

13 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
14 seek redress for violation of, or to insist upon, the strict
15 performance of any term or condition of this AGREEMENT shall not be
16 deemed a waiver by that party of such term or condition, or prevent a
17 subsequent similar act from again constituting a violation of such
18 term or condition.

19 12.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be invalid,
21 void, or unenforceable, the remaining provisions will nevertheless
22 continue in full force and effect, and shall not be affected,
23 impaired or invalidated in any way.

24 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
25 shall be governed by the laws of the State of California with venue
in Orange County, California.

14.0 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

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____

BY: Patricia McCaughey

Authorized Signature

Authorized Signature

PRINTED NAME: Dr. Joseph M. Farley

PRINTED NAME: Patricia McCaughey

TITLE: Superintendent

TITLE: Coordinator

DATE: February 27, 2013

DATE: February 5, 2013

CUSD-Income(39143)13
ZIP4

Board of Trustees Purchase Order Listing

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

Board of Trustees Meeting.....FEBRUARY 27, 2013

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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
5224	87	PJHM ARCHITECTS	BI:Arch /Fac Acq /FNMS	16,068.08
5225	98	PJHM ARCHITECTS	BI:Arch /Fac Acq /SJHHS	64,243.34
2 Purchase Orders				\$80,311.42

EXHIBIT 15

Attachment 1

Board of Trustees Purchase Order Listing

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

Board of Trustees Meeting.....FEBRUARY 27, 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
323332	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/LadraElm	76.95
323333	1	BADEN SPORTS INC	InstMtls/Instrctn/LadraElm	59.73
323334	1	IMAGE 2000	InstMtls/Instrctn/Palisade	353.64
323335	1	COASTAL BLUE	InstMtls/Instrctn/VarSites	600.00
323336	1	C.A.S.H.	CnfrNonI/M&OResOH/Dstrctwd	287.00
323337	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	175.00
323338	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	436.92
323339	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	1,695.28
323340	1	SCHOOL SPECIALITY-USE V#123022	InstMtls/Instrctn/MFMS	75.79
323341	1	STAPLES ADVANTAGE	InstMtls/Instrctn/LadraElm	48.38
323342		VOID	VOID	0.00
323343	1	CREATIVE INSTRUCTION LLC	InstMtls/Instrctn/MFMS	267.68
323344	1	SCHOLASTIC READING COUNTS	Serv& Op/Instrctn/Moulton	1,138.32
323345		VOID	VOID	0.00
323346	1	MUSICIAN'S FRIEND	NonCapEq/Instrctn/Crn Vlly	1,379.16
323347		VOID	VOID	0.00
323348		VOID	VOID	0.00
323349	11	EDUCATIONAL TESTING SERVICE	Serv& Op/Instrctn/Dstrctwd	2,668.00
323350	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	1,200.00
323351	1	FOLLETT EDUCATIONAL SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	50.99
323352	1	SIGNS BY CREATIONS UNLIMITED	SpplsNonI/RR:Bldgs/SCHS	1,242.00
323353	1	COPPER HILLS YOUTH CENTER	Residtl /NPS /Dstrctwd	13,851.00
323354		VOID	VOID	0.00
323355	1	CAMCOR INC	InstMtls/Instrctn/CVHS	460.33
323356	1	STIK-EES	SpplsNonI/HlthServ/Dstrctwd	55.22
323357	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	957.30
323358	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Bergeson	2,086.56
323359	1	DIGITAL NETWORKS GROUP INC	Rnt&Repr/Instrctn/Cal Prep	4,083.24
323360	1	ENET COMPONENTS INC	CompTech/TIS /Dstrctwd	277.21
323361	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	5,263.66
323362	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Bergeson	1,680.48
323363	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Reilly	1,105.00
323364		VOID	VOID	0.00
323365	1	SEHI COMPUTER	InstMtls/Instrctn/SMS	173.40
323366	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Marblehd	1,275.00
323367	1	TECH4LEARNING	InstMtls/Instrctn/CanVistE	297.00
323368	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	7,000.00
			SpplsNonI/Dist Veh/Dstrctwd	3,000.00
323369	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	2,587.89
323370	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/LF Elem	4,264.92
323371	1	WRIGHT STUFF, THE	SpplsNonI/HlthServ/Dstrctwd	34.40
323372	1	DELL COMPUTER	NonCapEq/Instrctn/Marblehd	16,821.80
323373	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	29.50
323374	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/LFMS	14,846.75
323375	1	CAWS	Serv& Op/Instrctn/CVHS	350.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

PO No.	Fund	Vendor	Description	Amount
323376	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	5,750.00
323377	1	BUREAU EDUCATION & RESEARCH	Serv& Op/Instrctn/St Anne	645.00
323378	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	12,674.91
323379	1	AMS.NET INC	CompTech/TIS /Dstrctwd	66,684.30
323380	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/Chaparal	57.49
323381	1	SIMPLEX GRINNELL LP	SpplsNonI/RR:Bldgs/Dstrctwd	977.00
323382		VOID	VOID	0.00
323383		VOID	VOID	0.00
323384	1	SIMPLEX GRINNELL LP	Rntl:Oth/RR:Bldgs/Oak Grv	1,620.00
323385	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	5,506.79
323386		VOID	VOID	0.00
323387	1	BRIDGES TRANSITIONS CO.	SpplsNonI/SupvAdmn/Dstrctwd	729.00
323388	1	JONES-CAMPBELL CO	NonCapEq/Instrctn/DHHS	8,748.00
323389	1	APPLE COMPUTER INC	NonCapEq/Instrctn/SCHS	2,128.03
323390	1	BRAIN POP LLC	InstMtls/Instrctn/Hiddn Hl	2,095.00
323391	1	ACTIVITIES FOR LEARNING	InstMtls/Instrctn/Kinoshta	152.56
323392	1	HEWLETT-PACKARD COMPANY	InstMtls/Instrctn/ANHS	55.56
323393	1	LIFE TRENDS GROUP TLTG INC	SpplsNonI/HlthServ/Dstrctwd	123.98
323394	1	PERMA-BOUND	InstMtls/Instrctn/SCHS	1,575.94
323395	1	BUILDING BLOCK ENTERTAINMENT	Serv& Op/Instrctn/Benedict	895.00
323396	1	PATHWAYS	Serv& Op/Instrctn/MssHills	1,200.00
323397	1	JOURNEY'S TO THE PAST	Serv& Op/Instrctn/OsoGrand	375.00
323398	1	NETWORK HARDWARE RESALE	CompTech/TIS /Dstrctwd	24,923.24
323399		VOID	VOID	0.00
323400		VOID	VOID	0.00
323401	1	ORIENTAL TRADING CO	SpplsNonI/Sch Adm /Chaparal	63.98
323402		VOID	VOID	0.00
323403	1	APPLE COMPUTER INC	SpplsNonI/HlthServ/Dstrctwd	358.32
323404	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Enterprs/Wood Cyn	1,000.00
323405	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/SDCInstr/Del Obis	225.00
323406	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/GrgWhite	927.00
323407	1	CAHPERD	Conf:Ins/Instrctn/MFMS	49.00
323408	1	SCOE PRIVATE SCHOOLS	Conf:Ins/Instrctn/MssHills	140.00
323409	1	LEGOLAND	FieldTrp/Instrctn/Las Palm	620.00
323410	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/VdelMarE	1,674.00
323411	1	DELL COMPUTER	NonCapEq/Purch /Dstrctwd	596.38
323412	1	PC MALL GOV	SpplsNonI/Purch /Dstrctwd	99.84
323413	1	SCIENCE @ OC	CnfrNonI/SupvAdmn/Dstrctwd	540.00
323414	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	250,000.00
323415	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/SupvAdmn/Dstrctwd	110.15
323416	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	2,548.00
323417	1	ALPHA SOUND AND LIGHTING	SpplsNonI/RR:Bldgs/Dstrctwd	1,826.28
323418	1	STAPLES ADVANTAGE	InstMtls/Instrctn/SCHS	300.24
323419	1	PROVIDENCE SPEECH AND	Serv& Op/Spch Aud/Dstrctwd	270.00
323420	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Don Juan	92.31
323421	1	FLAGHOUSE INC	SpplsNonI/HlthServ/Dstrctwd	101.55
323422	1	CASTO	Dues&Mmb/PuplTran/Dstrctwd	150.00
323423	1	SEHI COMPUTER	InstMtls/Instrctn/SCHS	112.92
323424	1	AMS.NET INC	Serv& Op/TIS /Dstrctwd	6,000.00
323425		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

PO No.	Fund	Vendor	Description	Amount
323426	1	LIBRARY STORE, THE	Bks&Ref /Libr&Med/SCHS	540.04
323427	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SCHS	1,700.00
323428	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	97.20
323429	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	156.19
323430	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	418.20
323431	1	NASCO WEST	InstMtls/Instrctn/AVMS	393.39
323432	1	NASCO WEST	InstMtls/Instrctn/AVMS	241.92
323433	1	NASCO WEST	InstMtls/Instrctn/AVMS	829.31
323434	1	MITCHELL 1	Serv& Op/Instrctn/SCHS	999.00
323435	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Palisade	4,621.32
323436	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	215.61
323437	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	2,691.36
323438	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/GrgWhite	768.00
323439	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/LFMS	420.12
323440	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Bergeson	810.00
323441	1	DIGITAL NETWORKS GROUP INC	CompTech/TIS /Dstrctwd	12,940.72
323442	1	WESTERN PUMP	Rntl:Oth/PuplTran/Dstrctwd	850.00
323443	1	PC MALL GOV	InstMtls/Instrctn/Dstrctwd	63.81
323444	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	88.50
323445	1	VALIANT IMC	InstMtls/Instrctn/LF Elem	45.36
323446	1	SEHI COMPUTER	InstMtls/Instrctn/Bergeson	502.20
323447	1	STEWART AND ASSOC	Rntl:Oth/RR:Bldgs/Viejo	6,521.00
323448	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Concordi	1,065.96
323449	1	LEARNING A-Z	Serv& Op/SE0thIns/Dstrctwd	179.90
323450	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/OsoGrand	2,811.24
323451	1	PROSURFACE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,345.00
323452	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/Bathgate	360.40
323453	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,550.00
323454	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	100.00
323455	1	GEARY PACIFIC CORP	SpplsNonI/RR:Bldgs/Dstrctwd	764.95
323456	1	MARKUM, ROD	Serv& Op/Instrctn/SVCS	1,689.98
323457	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
323458	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
323459	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/LF Elem	20,920.00
323460	1	CAMCOR INC	InstMtls/Instrctn/Malcom	20.46
323461	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/GrgWhite	1,050.00
323462	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/ArroyoEl	1,340.00
323463	1	CENTER FOR AUTISM RESEARCH	NPA /NPA /Dstrctwd	23,270.00
323464	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Las Palm	5,021.20
323465	70	ASCIP	Serv& Op/Enterprs/Dstrctwd	25,000.00
323466	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/SCHS	3,635.28
323467	1	CAMCOR INC	InstMtls/Instrctn/SCHS	4,603.28
323468	1	SEHI COMPUTER	InstMtls/Instrctn/Viejo	502.20
323469	1	CULVER-NEWLIN INC	InstMtls/Instrctn/San Juan	2,368.01
323470	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	747.86
323471	1	GAMETIME	SpplsNonI/RR:Bldgs/Las Palm	1,573.99
323472	1	SIGNS BY CREATIONS UNLIMITED	NonCapEq/Fac Acq /CVHS	1,238.04
323473	1	PROSURFACE	Rntl:Oth/RR:Bldgs/Del Obis	1,660.00
323474	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Benedict	1,070.00
323475	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	1,440.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
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PO No.	Fund	Vendor	Description	Amount
323476	1	FOREWORKS/FLAMING SPARROW	SplsNonI/HlthServ/Dstrctwd	37.76
323477	1	CASBO	CnfrNonI/SuppSvcs/Dstrctwd	710.00
			CnfrNonI/Bus/Fisc/Dstrctwd	710.00
323478	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	210.12
323479	1	DPF FILTER SALES & CLEANING	Serv& Op/PuplTran/Dstrctwd	7,200.00
			Serv& Op/Dist Veh/Dstrctwd	800.00
135 Purchase Orders				\$649,753.99

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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Warrant Number	Name of Payee	Reference Number	Amount
182836	CITY OF SAN JUAN CAPISTRANO	PO-320307	2,230.99
182837	CONSOLIDATED ELECT DISTR	PO-320352	10,299.83
182838	E. STEWART AND ASSOCIATES	PO-321934	2,050.00
182839	MOULTON NIGUEL WATER	PO-320310	4,067.43
182840	ORANGE CTY DEPT EDUC	PO-321393	3,234.54
182841	PACIFIC MOBILE HOME CONS	PO-322684	7,965.00
182842	PACIFIC PLUMBING COMPANY OF	PO-323093	499.00
182843	PACIFIC ROOFING SYSTEMS	PO-320394	9,293.45
		PO-322734	12,662.90
182844	SAN DIEGO GAS & ELECTRIC	PO-321103	115,653.97
182845	SANTA MARGARITA WATER	PO-320311	6,984.99
182846	SO CAL GAS CO	PO-320314	49,363.23
182847	SO COAST WATER DIST	PO-320312	1,198.99
182848	SOUTHERN CALIFORNIA EDISON	PO-320313	5,218.65
182849	WEST COAST ARBORISTS INC.	PO-320346	19,610.00
182850	WLC ARCHITECTS INC	PO-322884	7,500.00
182851	CMRS-TMS	PO-320133	190.00
182852	MAIL FINANCE	PO-320275	1,103.73
182853	MILLER MECHANICAL	PO-323378	12,674.91
		PO-323416	2,548.00
182854	MIND RESEARCH INSTITUTE	PO-322116	7,700.00
182855	MIRACLE REC EQUIP CO	PO-321953	1,279.34
182856	MOORE'S SEWING MACHINE	PO-320259	338.00
182857	NATIONAL NETWORK OF DIGITAL	PO-321527	2,715.50
182858	OFFICE DEPOT	PO-320790	2,396.00
		PO-321199	22.15
		PO-321226	73.70
		PO-322451	488.54
182859	ORANGE COUNTY PROBATION DEPT	PO-320358	2,100.00
182860	PRAXAIR	PO-321165	63.94
182861	PSYCHEMEDICS	PO-320110	494.20
182862	RIVIERA FINANCE	PO-322581	6,000.48
182863	SAFETY KLEEN CORP	PO-321901	503.77
182864	SCOTT FORESMAN	PO-314565	635.68
		PO-321078	575.51
		PO-321660	949.19
		PO-321661	1,450.78
		PO-321719	5,897.63
		PO-321795	556.64
182865	SEHI COMPUTER	PO-320360	415.26
182866	SIGNS BY CREATIONS UNLIMITED	PO-321266	81.00
		PO-323352	1,242.00
182867	SMOG EXPRESS	PO-320557	351.70

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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Warrant Number	Name of Payee	Reference Number	Amount
182868	SOUTHWEST SCHOOL SUPPLY	-	
		PO-320039	302.06
		PO-320046	254.74
		PO-320066	76.44
		PO-320071	145.17
		PO-320075	127.79
		PO-320277	186.26
		PO-320318	49.96
		PO-320379	3.10
		PO-320456	103.71
		PO-320457	177.73
		PO-320506	139.93
		PO-320636	72.48
		PO-320642	417.45
		PO-320644	673.74
		PO-320646	436.32
		PO-320648	10.73
		PO-320650	475.68-
		PO-320654	6.67
		PO-320660	654.63
		PO-320770	220.92
182869	SOUTHWEST SCHOOL SUPPLY	PO-320773	767.76
		PO-320776	69.91
		PO-320785	183.55
		PO-320792	121.41
		PO-320796	1,068.57
		PO-320803	12.82
		PO-320809	372.53
		PO-320814	133.08
		PO-320845	485.77
		PO-321047	191.76
		PO-321188	211.67
		PO-321224	569.76
		PO-321228	563.89
		PO-321358	455.12
		PO-321463	293.53
		PO-322893	170.80
		PO-323004	215.98
182870	SPICERS PAPER CO	PO-322675	1,270.22
182871	SPORTS FACILITIES GROUP INC	PO-320825	475.00
		PO-322123	1,448.00
182872	TELL STEEL INC	PO-323147	2,410.24
182873	TIFCO INDUSTRIES	PV-132703	1,864.23

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
182912	CMS COMMUNICATIONS INC	PO-322765	3,300.53
182913	COACH TRACK	PO-322791	366.35
182914	COMMUNICATIONS USA	PO-322757	2,262.75
182915	CROWN VALLEY TRANS	PO-321058	1,794.60
182916	CULVER-NEWLIN INC	PO-322303	1,221.89
		PO-322420	1,564.53
		PO-322731	543.02
182917	DANIELS TIRE SERVICE	PO-320570	4,239.47
182918	DAY LITE MAINTENANCE	PO-320427	1,294.85
182919	DELL MARKETING L P	PO-322702	829.27
		PO-323075	28.83
		PO-323080	960.79
*182920	DENAULT'S HARDWARE	PO-320531	220.58
182921	DIGITAL NETWORKS GROUP	PO-321877	393.23
		PO-323359	4,083.24
182922	DM COLOR EXPRESS	PO-321267	269.38
182923	EBERHARD EQUIPMENT	PO-320323	1,363.41
182924	AMERICAN COUNCIL ON EDUCATION	PO-323296	11.50
182925	BUNDY, KEN & LINDA	PO-321796	1,395.00
182926	CORNERSTONE THERAPIES	PO-322431	200.00
182927	FARIBORZ, SURUR FAZELI	PO-320820	142.08
182928	ISLAND VIEW ACADEMY	PO-321174	8,701.00
182929	JANNEY, MICHAEL & VANESSA	PO-321218	1,999.80
182930	LCRA TRUST	PO-321570	4,462.50
182931	LEE, EUNJUNG AND/OR DAEHOE	PO-320832	616.05
182932	MAXIM HEALTHCARE SERVICES	PO-321557	14,289.90
182933	MCCORMACK, MARC AND/OR KRISTA	PO-320818	445.61
		PV-132676	810.20
182934	MCCOY, MICHAEL AND PAM	PO-320209	3,701.23
182935	SALAMIRAD, ALI & JODY	PO-321568	210.00
182936	WESTSHIELD ADOLESCENT SERVICES	PO-320337	3,070.20
182937	JOCHAM, SARA	PV-132678	803.20
182938	PITZEN, SHARLA	PV-132677	766.20
182939	STROUD, KEITH R	PO-321183	301.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
182874	TOTAL i REPAIR	PO-322389	435.00
		PO-322955	145.00
		PO-323134	145.00
182875	TRIPLE A PUMPING & JETTING	PO-323190	1,720.00
182876	VERIZON WIRELESS	PO-322352	2,763.94
182877	WAL MART COMMUNITY/GEGRB	PO-321776	48.36
182878	WAL MART COMMUNITY/GEGRB	PO-322436	343.02
182879	WATERLINES TECHNOLOGIES INC	PO-321070	937.20
182880	WESTERN ILLUMINATED PLASTIC	PO-322341	478.52
182881	YALE CHASE EQUIPMENT AND	PO-321649	1,200.00
		PO-321650	9,586.13
182882	OFFICE DEPOT	PO-321110	232.62
182883	SOUTHWEST SCHOOL SUPPLY	PO-320794	108.96
182884	WAL MART COMMUNITY/GEGRB	PO-320587	102.46
182885	AGORITSAS, ALEXANDRA & ALEXIS	PV-132663	2,462.13
182886	CORVEL CORPORATION	PO-321565	185,352.17
182887	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	94,463.95
182888	AARDVARK CLAY	PO-322577	357.90
182889	ADVANTAGE RADIATOR	PO-320568	175.70
182890	ALISO NIGUEL AUTO CARE	PO-320521	2,322.69
182891	ALISO VIEJO AUTO SERVICE	PO-320522	1,592.75
182892	APPLE COMPUTER INC	PO-323076	42.12
		PO-323127	1,338.72
182893	ASSOC BUSINESS PRODUCTS	PO-320154	124.58
182894	B & H PHOTOGRAPHY	PO-322882	800.89
182895	BARRETT-ROBINSON INC	PO-320675	4,142.84
182896	BEE MAN	PO-320677	185.00
182897	BIRD B GONE INC.	PO-323250	844.50
182898	BOYCE INDUSTRIES	PO-320681	1,314.84
182899	BRAIN POP LLC	PO-323152	1,971.00
182900	CAL-STATE AUTO PARTS INC	PO-320525	945.59
182901	CALIFORNIA WESTERN VISUALS	PO-322424	805.97
		PO-323105	499.92
182902	CAMCOR INC	PO-323117	3,061.47
182903	CAWS	PO-323375	350.00
182904	CDW GOVERNMENT	PO-320364	263.79
		PO-323263	133.70
182905	CDW GOVERNMENT INC.	PO-322529	90.33
182906	CHEVROLET OF IRVINE	PO-320569	390.53
182907	CINTAS CORP	PO-320245	121.12
		PO-320319	1,659.05
182908	CINTAS CORPORATION #640	PO-320527	593.53
182909	CINTAS DOCUMENT MANAGEMENT	PO-321648	193.00
182910	CINTAS FIRST AID & SAFETY	PO-320246	222.47
182911	CLARK SECURITY PRODUCTS	PO-320320	1,151.28

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
182940	ACTION LEARNING SYSTEMS INC	PO-322830	1,300.00
		PO-322831	845.00
		PO-322832	702.00
		PO-322841	845.00
		PO-322948	728.00
		PO-322951	897.00
		PO-322952	1,287.00
		PO-322962	1,248.00
		PO-322969	975.00
		PO-322970	2,184.00
		PO-322973	1,404.00
		PO-322994	819.00
		PO-322995	1,079.00
		PO-322996	2,000.00
182941	MEET THE MASTERS INC	PO-320999	1,545.50
		PO-321000	1,269.26
		PO-321003	1,758.80
		PO-321005	1,460.47
		PO-321006	1,750.00
		PO-321007	3,173.37
		PO-321008	3,381.85
		PO-321010	1,988.93
		PO-321651	1,922.00
		PO-321652	2,818.19
		PO-321983	2,209.06
		PO-321984	3,016.29
		PO-322236	1,519.12
		PO-322356	1,921.30
		PV-132679	1,000.00
182942	DANNIS WOLIVER KELLEY	PO-321102	1,187.76
		PO-321339	892.91
		PO-321980	857.50
182943	VAVRINEK TRINE DAY & CO LLP	PO-320466	8,200.00
182944	BIO-ACOUSTICAL ENG CORP	PV-132680	21,900.00
182945	EVERYTHING MEDICAL	PO-323166	838.00
182946	FACILITIES PROTECTION SYSTEMS	PO-321041	882.00
182947	FACTORY MOTOR PARTS	PO-320537	810.40
182948	FIRST BOOK NATL BOOK BANK	PO-322881	212.40
182949	FOLLETT EDUCATIONAL SVC	PO-322878	237.05
		PO-323109	167.13
182950	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	657.10
182951	FRICTION MATERIALS CO.	PO-320540	3,498.46
182952	GANAHL LUMBER	PO-320324	1,211.42
182953	GOLDEN STAR TECHNOLOGY INC.	PO-323171	95.04
182954	GOLF TEAM PRODUCTS	PO-323129	300.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
182955	GOPHER ATHLETIC/SPORTS	PO-322774	193.50
182956	GOV CONNECTION INC	PO-323167	259.07
182957	HAAN CRAFTS	PO-322225	248.50
182958	HD SUPPLY FACILITIES MAINTN	PO-320166	692.61
182959	HEINEMANN PUBLISHING	PO-322891	1,410.20
182960	HEWLETT-PACKARD COMPANY	PO-323149	5,232.60
182961	HIRSCH PIPE & SUPPLY	PO-320326	4,562.46
182962	HYDRO-SCAPE PRODUCTS INC	PO-320328	269.83
182963	IMAGE 2000	PO-320470	255.00
182964	INSIGHT SYSTEMS EXCHANGE	PO-323000	1,451.12
		PO-323069	419.49
		PO-323084	419.49
182965	INTERSTATE BATTERIES	PO-320573	317.39
182966	IPC USA	PO-320542	27,540.02
182967	KELLY PAPER COMPANY	PO-320118	2,935.97
182968	KNORR SYSTEMS INC	PO-320513	3,856.00
182969	LAKESHORE LEARNING MATLS	PO-323193	716.99
182970	LAWNMOWERS ETC	PO-320824	301.82
182971	LOCAL JANITORIAL & VACUUM	PO-321872	70.99
182972	W W GRAINGER INC	PO-320350	336.75
		PO-323039	42,086.88
182973	EDUCATIONAL TESTING SERVICE	PO-323349	2,668.00
182974	COMMUNITY ROOTS	PO-320595	60,545.00
		PV-132701	69,195.00
182975	Capistrano Connections Academy	PO-320596	569,204.00
182976	DEPARTMENT OF JUSTICE	PO-320035	3,000.00
182977	JOURNEY CHARTER SCHOOL	PO-320594	94,057.00
182978	OPPORTUNITY FOR LEARNING	PO-320593	45,569.00
182979	ORANGE COUNTY DEPT OF EDUCATIO	PV-132702	17,340.00
182980	OXFORD ACADEMY	PO-320597	224,338.00
182981	RILEY'S FARM	PO-323281	314.40
182982	STATE BD EQUALIZATION	PV-132706	1,290.00
182983	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	101,598.28
182984	BALOGH, DAVID/MICHELLE	PV-132707	198.91
182985	BAUER, ADAM OR GINA	PV-132708	70.93
182986	BRESSLER, ERIC & KATHY	PV-132709	93.24
182987	CLARK, BRIAN OR YOLANDA	PV-132710	72.59
182988	CROWE, ROBERT AND/OR VIRGINIA	PV-132711	209.35
182989	CROWELL, BRIDGETTE	PV-132712	406.04
182990	CUHADAROGLU, MEHMET OR BELGIN	PV-132713	881.12
182991	EASTMAN, STEPHEN OR TARA	PV-132714	206.46
182992	FERREN, MATTHEW &/OR KATIE	PV-132715	71.26
182993	GEISERT, GARRETT OR LEAH	PV-132716	162.50
182994	GUERRERO, HECTOR & GINA	PV-132717	122.54
182995	GUZMAN GARCIA, OMAR	PV-132718	127.43

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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Warrant Number	Name of Payee	Reference Number	Amount
182996	HOLT, GARRETT & ADRIANA	PV-132719	103.23
182997	JAMES, JUSTIN & ARLEN	PV-132720	66.60
182998	JOHNSON, EDWIN OR MELISS	PV-132721	338.53
182999	KARPUS, DAVID OR MARY	PV-132722	246.42
183000	KEENE, SEAN OR TIFFANY	PV-132723	57.64
183001	KESHWANI, BOB & JAYSHREE	PV-132724	163.17
183002	LAW, YUET	PV-132725	150.74
183003	LOCKMAN, RICHARD OR AILEEN	PV-132726	103.23
183004	LOUIE, DARRYL OR CATHERINE	PV-132727	628.98
183005	MENDOZA, JUDITH & DAMIAN	PV-132728	168.50
183006	NOXON, LISA C	PV-132729	32.13
183007	O'CONNOR, BRENDAN & JACQUELINE	PV-132730	536.80
183008	RICHMOND, HEIDI	PV-132731	146.52
183009	RODAS, PHILLIP AND CAROLYN	PV-132732	94.91
183010	SCHWARTZ, TONY OR STEPHANIE	PV-132733	481.74
183011	STEBENNE, STUART/LISA	PV-132734	109.89
183012	TRAN, CHAU & LUONG, PHUONG	PV-132735	83.92
183013	TRITZ, RICHARD &/OR JULIE	PV-132736	124.10
183014	WALKER, TRENT & MISTY	PV-132737	189.81
183015	WATSON, MALISSA	PV-132738	1,421.41
183016	BESTGEN, MARY	PO-321569	480.00
183017	CALINK INSTITUTE	PO-322241	2,100.00
183018	PROFESSIONAL TUTORS OF AMERICA	PO-321166	1,924.00
183019	RELIANCE COMMUNICATIONS	PO-321448	75,000.00
183020	ANDRES LINDENTHAL AND/OR	PO-322778	540.18
183021	DORES, PAUL ALAN	PO-320296	1,800.00
183022	MARDAN CENTER OF ED	PO-321310	2,580.00
		PO-321673	2,580.00
		PO-321674	1,523.00
		PO-322935	1,720.00
183023	MINA NAWABI & SARWAR ASLAMYAR	PO-322617	250.00
183024	OAK GROVE INSTITUTE	PO-320225	9,885.78
		PO-320226	9,885.78
183025	SHACK-LAPPIN, CAROL	PO-321191	3,337.50
183026	STEPPING STONES SPEECH	PO-321714	12,960.00
		PO-322704	6,300.00
183027	WINGARD, RICHARD AND LORENA	PO-322949	1,000.00
183028	BUREAU EDUC & RESEARCH	PO-323377	645.00
183029	COLLEGE BOARD, THE	PO-323276	410.00
183030	FARRAND, MONA	PV-132739	179.00
183031	REGENTS OF THE UNIV OF CA	PO-322801	2,200.00
183032	SHERRIE, LORRAINE	PV-132740	217.60
183033	BAILEY, REBECCA	PV-132741	73.45
183034	BOWDEN, JOANNA	PV-132742	64.38
183035	CLARK, TIFFANY	PV-132743	111.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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Warrant Number	Name of Payee	Reference Number	Amount
183036	COX, LINDA	PV-132744	114.89
183037	HERNANDEZ, MARLO	PV-132745	27.20
183038	KENNEY, VALERIE	PV-132746	80.48
183039	KLISTER, PAMELA	PV-132747	55.50
183040	MEISSNER, ANDREA	PV-132748	239.21
183041	MITCHELL, KAREN P	PV-132749	187.04
183042	PETTEY, STEPHANIE	PV-132750	157.62
183043	TABARI, LISA SEYEDI	PV-132751	98.24
183044	TALILI, MAILUMAI	PV-132752	153.74
183045	WYNNE, LAUREN	PV-132753	47.73
183046	BEEKMAN, MICHAEL	PV-132763	14.35
183047	BROTHERTON, JILL	PV-132755	72.00
183048	CAMPBELL, BLAKE	PV-132756	72.00
183049	COOK, NICHOLE	PV-132784	84.00
183050	DEATON, KOAN	PV-132759	124.00
183051	DENDEL, RANNA S	PV-132760	72.00
183052	FARLEY, JOSEPH M	PV-132762	330.11
183053	GARMANY, MITCHELL	PV-132761	15.00
183054	GARMANY, MITCHELL	PV-132787	8.00
183055	HEWITT, CELESTE	PV-132765	72.00
183056	JOHNSON, CHRISTINA	PV-132766	20.00
183057	KROGSDALE, SUE	PV-132767	72.00
183058	KUNZE-THIBEAU, LORI	PV-132768	38.33
183059	LOWE, MIRANDA	PV-132769	69.00
183060	MAYFIELD, DAVIDA	PV-132770	72.00
183061	MEYER, RUTHIE	PV-132773	72.00
183062	MIDDLEKAUFF, MARIANNE	PV-132774	72.00
183063	MILNE, MARCIA	PV-132775	72.00
183064	NEWTON, KELLY	PV-132776	72.00
183065	PAGE, RACHEL	PV-132777	72.00
183066	PARKER, KATHY	PV-132778	50.07
183067	PLACE, SUSAN	PV-132779	72.00
183068	ROBERTSON, SHANE	PV-132780	21.00
183069	RUSINKOVICH, CHERYL	PV-132781	72.00
183070	SCOTT, CONNIE	PV-132782	19.09
183071	TRAVIS, MARK	PV-132783	165.00
183072	VUKOVICH, LINDSAY	PV-132757	72.00
183073	WATERBURY, NILSA	PV-132786	345.10
183074	ABE, DARIN	PV-132754	99.00
183075	VERMEULEN, DONALD	PV-132785	75.83
183076	CHOWDHURY, REHANA	PV-132758	514.50
183077	MAIL FINANCE	PO-320275	1,101.82
183078	ORANGE COUNTY REGISTER	PO-322746	3,859.00
183079	PHOENIX LEARNING RESOURCES LLC	PO-321618	53.67
183080	SELECT EQUIPMENT SALES INC	PO-320134	70.98

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183081	SMARDAN SUPPLY COMPANY	PO-320340	8,455.27
183082	SMART & FINAL	PO-320371	246.22
		PO-320382	36.50
		PO-321534	66.33
		PO-322016	272.62
		PO-322287	44.53
183083	TRUCPAR CO	PO-320563	137.92
183084	TRUE GRITS	PO-322108	2,463.60
183085	UNITED RENTALS	PO-320183	1,008.90
183086	VISTA PAINT CORP	PO-320184	15.86
183087	WATERLINES TECHNOLOGIES INC	PO-321070	293.51
183088	WESTERN PSYCH SERVICES	PO-320830	1,004.51
		PO-321482	1,210.75
		PO-321637	1,297.86
		PO-321944	132.34
		PO-322184	195.57
183089	KONICA MINOLTA BUSINESS SOLNS	PO-323245	280.43
183090	MISSION SAN JUAN CAPISTRANO	PO-322552	181.50
183091	PALI MOUNTAIN INSTITUTE	PO-323459	20,920.00
183092	THOUSAND PINES OUTDOOR SCHOOL	PO-322805	7,576.86
183093	MOBILE MODULAR	PO-323316	4,270.00
183094	BOWIE ARNESON WILES &	PO-320291	8,772.50
183095	CALIFORNIA TRACK & ENGINEERING	PO-322588	10,500.00
183096	CONSOLIDATED ELECT DISTR	PO-320352	302.39
183097	MOULTON NIGUEL WATER	PO-320310	3,304.36
183098	PACIFIC ROOFING SYSTEMS	PO-322734	4,425.25
183099	SAN DIEGO GAS & ELECTRIC	PO-321103	58,372.21
183100	SANTA MARGARITA WATER	PO-320311	1,151.56
183101	SO CAL GAS CO	PO-320314	18,579.48
183102	SOUTHERN CALIFORNIA EDISON	PO-320313	33,837.23
183103	WEST COAST ARBORISTS INC.	PO-320346	954.00
183104	LCRA TRUST	PO-321559	4,130.00
183105	MARDAN CENTER OF ED	PO-321310	3,096.00
		PO-321673	2,924.00
		PO-321674	2,236.00
		PO-322935	3,096.00
183106	PARADIGM HEALTH CARE SERVICES	PO-322508	15,239.55
183107	SPEECH & LANGUAGE DEVEL	PO-320232	3,884.75
		PO-320233	3,823.63
		PO-320234	2,426.75
		PO-320235	2,892.50
		PO-320236	2,739.75
183108	BUCKMAN, JONATHAN T.	PV-132790	23.73
183109	CASBO SOUTHERN SECTION	PO-323483	152.00
183110	COPPAGE, CARRI	PV-132791	34.58

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183111	DIXON, AURORA	PV-132792	34.58
183112	KLISTER, PAMELA	PV-132793	34.58
183113	PATERSON, ELIZABETH	PV-132794	34.58
183114	TALILI, MAILUMAI	PV-132795	29.58
183115	BUILDING BLOCK ENTERTAINMENT	PO-323395	895.00
183116	CAMPCO	PO-321480	9,802.10
183117	QUINTESSENTIAL SCHOOL SYSTEMS	PO-323519	64,380.48
183118	1ST JON	PO-320302	159.08
183119	A Z BUS SALES INC	PO-320567	2,274.05
183120	AMS.NET INC	PO-322405	6,000.00
		PO-322738	28,542.06
		PO-323079	2,000.00
183121	APPLE COMPUTER INC	PO-323234	2,709.60
		PO-323243	4,513.32
		PO-323283	3,856.87
		PO-323329	160.92
		PO-323338	433.92
183122	APPLIED PRACTICE LTD	PO-323175	391.61
183123	BATTERY SYSTEMS	PO-321716	349.19
183124	BAYSCAN	PO-323323	477.00
183125	BETTER BUSINESS RECORDS	PO-320158	164.86
183126	BIOMETRICS4ALL INC	PO-320029	64.50
183127	BLAIRS TOWING INC	PO-322329	250.00
183128	CAMBRIDGE UNIV PRESS	PO-323219	70.35
183129	CAPISTRANO GOLF CARS	PO-320872	4,122.96
183130	CAREER CRUISING	PO-323066	595.00
183131	CINTAS CORP	PO-320319	1,119.89
183132	COMPLETE OFFICE OF CA	PO-320369	40.13
		PO-320666	383.22
		PO-320697	150.39
		PO-320701	75.45
		PO-320702	18.35
		PO-320895	
		PO-321522	101.44
		PO-323330	301.97
183133	DELL MARKETING L P	PO-323236	780.38
		PO-323251	2,854.47
183134	ELLISON EDUC EQUIP	PO-321843	49.10
183135	ENABLEMART	PO-323151	248.32
		PO-323174	100.53
183136	FOLLETT EDUCATIONAL SVC	PO-322880	756.86
183137	GEARY PACIFIC CORP	PO-320165	1,000.00
		PO-323455	764.95
183138	GLEN PRODUCTS	PO-320325	339.22

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....FEBRUARY 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183139	GOPHER ATHLETIC/SPORTS	PO-323011	262.58
		PO-323081	356.06
183140	HANGSAFE HOOKS	PO-323253	303.75
183141	HAWTHORNE EDUC SERV	PO-323232	23.00
183142	HEIDISONGS	PO-323319	52.97
183143	IMAGE 2000	PO-320470	425.00
183144	INSIGHT SYSTEMS EXCHANGE	PO-323126	838.96
		PO-323240	1,122.37
		PO-323242	2,097.41
		PO-323244	3,315.84
183145	JOHNSTONE SUPPLY	PO-322735	11,816.12
183146	LAWNMOWERS ETC	PO-320824	262.39
183147	MARY CEDARSTROM	PO-323197	94.40
183148	W W GRAINGER INC	PO-320350	150.01
		PO-323039	9,085.54
183149	LAKESHORE LEARNING MATLS	PO-320703	69.84
183150	DELL MARKETING L P	PO-323291	780.37
183151	MISSION AUTO SERVICE	PO-320545	538.90
183152	MOORE'S SEWING MACHINE	PO-320259	508.68
183153	MR. M'S WORLD	PO-322760	1,733.88
183154	OFFICE DEPOT	PO-320790	177.67
183155	ORANGE COUNTY PROBATION DEPT	PO-320358	650.00
183156	PC MALL GOV	PO-321847	2,019.42
		PO-322816	895.50
183157	PSYCHOLOGICAL ASSESSMENT RES	PO-322676	1,701.00
183158	RINCON TRUCK PARTS	PO-320575	744.76
183159	SMART & FINAL	PO-322287	93.70
183160	WESTERN PSYCH SERVICES	PO-322396	650.70
183161	CUSD REVOLVING CASH	CM-130050	1.94-
		PV-132808	11,636.00
183162	US BANK	PO-321583	9,604.70
183163	CUSD REVOLVING CASH	PV-132808	812.65
183164	AON GLOBAL RISK CONSULTANTS,	PO-321821	3,350.00
183165	CALIFORNIA WEEKLY EXPLORER INC	PO-323461	1,050.00
		PO-323462	1,340.00
183166	HERITAGE MUSEUM OF OC	PO-323363	553.00
		PO-323406	927.00
183167	JFK TRANSPORTATION CO INC	PV-132798	225.00
183168	JOURNEY'S TO THE PAST	PO-323397	375.00
183169	MISSION SAN JUAN CAPISTRANO	PO-322092	535.50
		PO-323404	500.00
183170	OCEAN INSTITUTE	PO-323376	500.00
183171	ORANGE COUNTY DEPT OF EDUCATIO	PO-322238	60.00
183172	OPPORTUNITY FOR LEARNING	PV-132799	15,832.18
183173	FADULE, ELIZABETH	PV-132800	22.67

Board of Trustees Warrant Listing

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

Board of Trustees Meeting.....FEBRUARY 27, 2013

Warrant Number	Name of Payee	Reference Number	Amount
183174	FARLEY, DORIN	PV-132801	15.00
183175	GUZIAK, KELLE	PV-132802	72.00
183176	HENDRICKS, LESLIE	PV-132803	72.00
183177	HUMES, PAIGE	PV-132804	17.00
183178	MARTINEZ, JUDITH	PV-132805	72.00
183179	SHEA, BONNIE	PV-132806	72.00
344 Warrants			\$2,713,929.52

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, Sealcoating 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 Floorcovering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide	5/14/2012
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Construct 1 One, Corp.	Bid No. 1112-14 - Newhart Middle School MPR Remodel	5/23/2012
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, 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	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, 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	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007 71

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

VENDOR	TITLE	BOARD APPROVAL DATE
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109- 12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105- 12, School Office Furniture	11/30/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017- 10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017- 10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
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 Districtwide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

VENDOR PAYMENTS OVER 250K AS OF 2/7/13 | 2012-13

112650	A & R WHOLESALE DISTRIBUTORS	340,607.64
112173	ASCIP	1,739,187.00
118161	CAPISTRANO CONNECTIONS ACADEMY	5,285,529.05
130027	CAPISTRANO UNIFIED	2,327,823.01
120141	CAPISTRANO UNIFIED SCHOOL DIST	1,974,166.54
146265	COMMUNITY ROOTS	562,208.00
142967	CORVEL CORPORATION	951,768.36
122828	CORVEL ENTERPRISE COMP INC	1,090,905.53
146266	COUNTY OF ORANGE	444,934.32
112600	COX COMMUNICATIONS	281,134.89
100058	CUSD	3,000,000.00
114146	GOLD STAR FOODS INC	869,811.63
130047	HOLLANDIA DAIRY INC.	309,373.08
144880	IPC USA	563,356.62
105873	JOURNEY CHARTER SCHOOL	873,382.00
145542	KEY GOVERNMENT FINANCE INC	304,142.95
120832	METROPOLITAN EMPLOYEES	29,167,044.87
100369	OCEANVIEW SCHOOL	259,148.00
113144	OPPORTUNITY FOR LEARNING	730,118.07
066570	ORANGE COUNTY DEPT OF EDUC	3,231,165.25
146264	OXFORD ACADEMY	2,083,143.00
078255	SAN DIEGO GAS & ELECTRIC	3,429,605.67
081031	SCOTT FORESMAN	489,915.83
122718	SOUTHERN CALIFORNIA EDISON	1,012,060.33
147457	UNION BANK- ACCT# 6745034800	2,433,427.94
102879	US BANK	1,567,864.09
036075	W W GRAINGER INC	258,670.31
099210	XEROX CORPORATION	1,216,755.23

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Vending Plus	\$3,960.13	Instructional Supplies	Aliso Niguel High School
City of Laguna Niguel	\$5,040.00	After School Program	Aliso Niguel High School
Amazon Services	\$155.54	Instructional Materials	Aliso Viejo Middle School
Spreebird	\$94.95	Instructional Materials	Aliso Viejo Middle School
San Juan Capistrano Education Foundation	\$248.00	Teacher Stipends	Ambuehl Elementary School
Spreebird	\$57.09	Instructional Supplies	Arroyo Vista Elementary School
Spreebird	\$123.41	Instructional Supplies	Arroyo Vista Elementary School
Bathgate Elementary School Foundation	\$4,251.00	Field Trip Transportation	Bathgate Elementary School
Bathgate Elementary School Foundation	\$37,440.00	Outdoor Science School	Bathgate Elementary School
Vending Plus	\$60.00	Instructional Supplies	Canyon Vista Elementary School
Schools First Federal Credit Union	\$140.61	Instructional Supplies	Capistrano Home School
Pumpkin City's Pumpkin Farm, Inc.	\$200.00	Instructional Supplies	Castille Elementary School
Scholarship America	\$700.00	Kellogg House Field Trip Scholarship	Castille Elementary School
Ms. Silvia Viola	\$300.00	Teacher Laptop	Castille Elementary School
Truist	\$75.00	Instructional Supplies	Castille Elementary School
CR&R	\$930.00	Instructional Supplies	Castille Elementary School
Booster	\$232.63	Instructional Supplies	Castille Elementary School
Mr. Neel Sekhon	\$500.00	Instructional Supplies	Castille Elementary School
Vending Plus	\$184.00	Instructional Supplies	Chaparral Elementary School
Concordia Elementary School PTA	\$1,269.71	Instructional Materials	Concordia Elementary School
San Clemente Jr. Woman's Club	\$600.00	Pilot Release Time for SST Meetings	Concordia Elementary School
PG&E Corporation	\$315.00	Instructional Supplies	Concordia Elementary School
Ms. Esther Fernandez-Rupp	\$20.00	Music Program	CUSD Foundation
J. Snyder	\$20.00	Music Program	CUSD Foundation
Mr. Clarence Curtis	\$20.00	Music Program	CUSD Foundation
City of Laguna Niguel	\$5,500.00	After School Program	Dana Hills High School
George White Elementary School PTA	\$1,143.00	Field Trip	George White Elementary School
George White Elementary School PTA	\$768.00	Field Trip	George White Elementary School
CR&R	\$1,018.40	Instructional Supplies	John Malcolm Elementary School
Vending Plus	\$145.60	Instructional Supplies	Kinoshita Elementary School
Ladera Ranch Elementary School PTA	\$5,000.00	Technology	Ladera Ranch Elementary School
Ladera Ranch Elementary School PTA	\$12,000.00	Technology	Ladera Ranch Elementary School
United Way Silicon Valley	\$40.00	Instructional Supplies	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$976.12	Instructional Supplies	Ladera Ranch Elementary School
Vending Plus	\$756.57	Instructional Materials	Ladera Ranch Middle School
Vending Plus	\$49.20	Instructional Supplies	Laguna Niguel Elementary School
Las Flores Elementary School Booster Club	\$20,920.00	5th Grade Science Camp	Las Flores Elementary School
Las Flores Elementary School PTA	\$1,635.00	Field Trip Transportation	Las Flores Elementary School
San Clemente Junior Woman's Club	\$600.00	Instructional Supplies	Las Palmas Elementary School
Mr. Ryan Davis	\$125.00	Instructional Supplies	Las Palmas Learning Link
Mr. & Mrs. Craig Mason	\$125.00	Instructional Supplies	Las Palmas Learning Link
San Clemente Junior Woman's Club	\$600.00	Instructional Supplies	Marblehead Elementary School
Marblehead Elementary School PTA	\$520.00	Field Trip	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,605.00	Field Trip	Marblehead Elementary School

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Marblehead Elementary School PTA	\$2,165.00	Art Masters Program	Marblehead Elementary School
Marblehead Elementary School PTA	\$2,765.00	Art Masters Program	Marblehead Elementary School
United Way Silicon Valley	\$80.00	Instructional Supplies	Marblehead Elementary School
Marion Bergeson Elementary School Foundation	\$405.00	Field Trip	Marian Bergeson Elementary School
Vending Plus	\$74.40	Instructional Supplies	Moulton Elementary School
Moulton PTA	\$4,677.00	Art Masters Program	Moulton Elementary School
Pumpkin City's Pumpkin Farm, Inc.	\$200.00	Technology	Newhart Middle School
Scholarship America	\$700.00	Special Education Field Trips	Newhart Middle School
Christopher Nelson & Teresa Nelson	\$100.00	Instructional Supplies	Newhart Middle School
Oso Grande Elementary School PTA	\$375.00	Field Trip	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,900.00	Field Trip	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,700.00	Field Trip	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$67.59	Instructional Supplies	Oso Grande Elementary School
Palisades Elementary School PTA	\$5,407.00	Technology	Palisades Elementary School
Philip J. Reilly Elementary School PTA	\$1,105.00	Field Trip	Philip J. Reilly Elementary School
Coca Cola Refreshments	\$8.83	Instructional Supplies	R.H. Dana Elementary School
Coca Cola Refreshments	\$13.35	Instructional Supplies	R.H. Dana Elementary School ENF
Vending Plus	\$118.44	Instructional Supplies	R.H. Dana Elementary School ENF
R.H. Dana Elementary School PTA	\$1,269.26	Meet the Masters Program	R.H. Dana Elementary School ENF
San Clemente High School PTSA	\$9,328.87	Instructional Supplies	San Clemente High School
San Clemente High School PTSA	\$2,110.55	Instructional Materials	San Clemente High School
Shadetree Automotive, Paul Huffman	\$999.00	Auto Academy Software	San Clemente High School
Ms. Karen Vesely		Used Honda 4-Cyl + ECU	San Clemente High School
San Juan Elementary School PTA	\$2,000.00	Field Trip	San Juan Elementary School
San Juan Elementary School PTA	\$1,840.00	Field Trip Transportation	San Juan Elementary School
San Juan Children's Education Foundation	\$1,421.22	Multi-Purpose Room Furniture and Equipment	San Juan Elementary School
San Juan Children's Education Foundation	\$941.30	Science Lab Furniture and Equipment	San Juan Elementary School
Vending Plus	\$138.40	Intervention	Tijeras Creek Elementary School
Spreebird	\$54.97	Intervention	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$19,487.50	Outdoor Science Camp	Tijeras Creek Elementary School
Tijeras Creek Elementary School Booster Club	\$1,800.00	Technology	Tijeras Creek Elementary School
Stanley Black & Decker, Inc.	\$125.00	Intervention	Tijeras Creek Elementary School
Truman Benedict Elementary School PTA	\$400.00	Art Masters Program	Truman Benedict Elementary School
San Clemente Junior Woman's Club	\$600.00	Instructional Supplies	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$3,016.28	Meet the Masters Program	Vista del Mar Elementary School
Vista del Mar Mako Foundation	\$270.00	Starfall Membership	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$11,600.00	Field Trips	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$3,016.28	Meet the Masters Program	Vista del Mar Elementary School
San Clemente Junior Woman's Club	\$600.00	Instructional Supplies	Vista del Mar Elementary School
Vista del Mar Middle School PTA	\$526.90	Instructional Equipment	Vista del Mar Middle School
Vending Plus	\$112.00	Instructional Supplies	Wood Canyon Elementary School
	\$193,983.10		

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

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED
ICA	1213180	3	Carl Perkins	Pacific Symphony	Provide Musician Workshops to CUSD Students	2/28/2013-2/27/14	\$ 5,000.00

TOTAL \$ 5,000.00

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	INITIAL CONTRACT TERM	NOT TO EXCEED	CONTRACT INCREASED AMOUNT
MCA *	1213044	2	Special Ed	Leisure Care Referral Agency	Nursing Services	7/1/2012-6/30/13	\$ 225,000.00	\$ 135,000.00
MCA *	1213051	3	Special Ed	Center for Autism Resources. Evaluation & Services (CARES)	Physical Therapy Assessments for CUSD Students	7/1/2012-6/30/13	\$ 80,000.00	\$ 77,000.00
MCA *	1213075	3	Special Ed	Wertheimer Gale & Associates	Occupational Therapy Services	7/1/2012-6/30/13	\$ 10,000.00	\$ 8,000.00
MCA *	1213077	3	Special Ed	Ocean View	Counseling, Language and Speech Therapy and Psychological Services	7/1/2012-6/30/13	\$ 600,000.00	\$ 100,000.00
MCA *	1213123	3	Special Ed	Mandan School	Basic Education Program/Special Education Instruction	7/1/2012-6/30/13	\$ 200,000.00	\$ 125,000.00

TOTAL \$ 445,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

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 2-28-13, 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").

PACIFIC SYMPHONY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/28/13-2/27/14 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 _____



Pacific Symphony Youth Ensembles
3631 S. Harbor Blvd. Suite 100
Santa Ana, Ca. 92704

Contact: Melissa Craig, Director of Youth Ensembles
Phone: 714-876-2346
Email: mcraig@pacificsymphony.org

Bill To: San Juan Hills High School
33122 Valle Road
San Juan Capistrano, Ca. 92675

Contact: Donna Antifae
Phone: 949-234-9444
Email: Dantifae@capousd.org

Event Details

Description: Professional coaching from musicians of Pacific Symphony for student musicians of San Juan Hills High School.

Date: TBD.

Time: TBD.

Location: San Juan Hills High School, San Juan Capistrano.

Artist fee: \$255.24 for three hours, per musician.

Artist Provisions

Materials Required: scores/parts of repertoire in advance of service.

Payment Schedule

Total Due: March 22, 2013

Make check payable to PACIFIC SYMPHONY.

In the memo line of your check, please indicate "PSYE Reimbursement for coaching"

This is not an invoice. An invoice will follow from which to pay fees once event date/time are finalized.

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. MCA 1213044**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1213044 shall be increased to \$225,000 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

Leisure Care Referral Agency

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



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").

LEISURE CARE REFERRAL AGENCY

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 \$90,000.00 in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

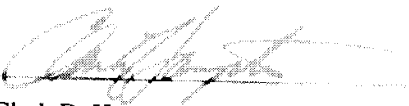
Term of Agreement. The term of this Agreement is for one year beginning July 1, 2012 through June 30, 2013.

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: TREVOR L. BLACKMAN
Title: PRESIDENT
Email address: trevor@lchomecare.com
FEIN/SSN: 45-4788136

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

EXHIBIT A: RATES

CONTRACTOR	<u>The LCNR Inc., DBA Leisure Care</u>	<u>1A-30-143</u>	<u>2012-2013</u>
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 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	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech Therapy – Per diem	_____	_____
	d. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group	_____	_____
	c. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention -	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
	a. Licensed Vocational Nurse (LVN)	\$38.00	Per hour
(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.

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213044

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY

Master Contract Agreement No. MCA 1213044 called for services to be rendered at the rates shown in the agreement.

The contract with Leisure Care Referral Agency shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

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: Terry Fluett
Signature

Terry Fluett

Director, Purchasing

Date: 6/22/12

CONSULTANT

Leisure Care Referral Agency

By: Trevor L. Blackburn
Signature

TREVOR L. BLACKBURN
Print Name

PRESIDENT
Title

Date: 6/20/12

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

EXHIBIT A: RATES

CONTRACTOR <u>The LCNR Inc., DBA Leisure Care</u>	<u>1A-30-143</u>	<u>2012-2013</u>
(NONPUBLIC SCHOOL OR AGENCY)	CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 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**

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

B. Related Services

	Rate	Period
(1) a. Transportation - Round Trip		
b. Transportation - One Way		
c. Public Transportation		
(2) a. Educational Counseling - Individual		
b. Educational Counseling - Group of _____		
c. Counseling - Parent		
(3) a. Adapted Physical Education - Individual		
b. Adapted Physical Education - Group		
(4) a. Language and Speech Therapy - Individual		
b. Language and Speech Therapy - Group		
c. Language and Speech Therapy - Per diem		
d. Language and Speech - Consultation Rate		
(5) a. Additional Classroom Aide - Individual (must be authorized on IEP)		
c. Additional Instructional Assistant - Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy - Individual		
b. Occupational Therapy - Group		
c. Occupational Therapy - Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention -		
b. Behavior Intervention - Supervision		
(10) Nursing Services		
a. Licensed Vocational Nurse (L.V.N)	\$35.00	Per hour
(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.

Exhibit A

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. MCA 1213051**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CENTER FOR AUTISM RESEARCH EVALUATION & SERVICE

Master Contract Agreement No. MCA 1213051 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1213051 shall be increased to \$80,000 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

Capistrano Unified School District

CONSULTANT

**Center for Autism Research
Evaluation & Service**

By: _____
Signature

Terry Fluent _____

Director, Purchasing _____

Date: _____

By: _____
Signature

Print Name

Title

Date: _____

**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").

CENTER FOR AUTISM RESEARCH EVALUATION & 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 and shall not exceed \$3,000.00 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: [Signature]
Name: Clark D. Hampton
Title: Deputy Superintendent
Board Approval Date:

"CONTRACTOR"

By: [Signature]
Name: Alan Lincley, Ph.D. BCDA-0
Title: President & CEO
Email address: alan@centerforautism.com
FEIN/SSN: 33-0961860

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

EXHIBIT A: RATES

CONTRACTOR	Center for Autism Resources, Evaluation & Service (CARES)	1A-37-050	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75+ 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		
b. Language and Speech Therapy – Group		
c. Language and Speech Therapy – Per diem		
d. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
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 - Direct Therapy	\$52.00	Per hour
b. Behavior Intervention – Supervision (Master Level)	\$113.41	Per hour
c. Behavior Intervention – Program Consultant	\$130.00	Per hour
d. Evaluation / Assessment	\$1,200.00	Flat rate
(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.

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. MCA 1213051**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CENTER FOR AUTISM RESEARCH EVALUATION & SERVICE

Master Contract Agreement No. MCA 1213051 called for services to be rendered at the rates shown in the agreement.

The contract with Center for Autism Research Evaluation & Service shall be amended to reflect the negotiated reduced rates as shown in Exhibit A to this amendment.

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

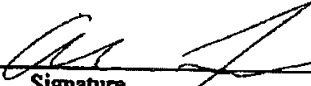
Terry Fluent

Director, Purchasing

Date: 6/25/12

CONSULTANT

**Center for Autism Research
Evaluation & Service**

By: 
Signature

Alan Linach, PhD
Print Name

Director / President
Title

Date: 6-22-12

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

EXHIBIT A: RATES

CONTRACTOR	Center for Autism Resources, Evaluation & Service (CARES)	1A-37-050	2012-2013
(NONPUBLIC SCHOOL OR AGENCY)		CONTRACTOR NUMBER	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75+ 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 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		
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – Per diem		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	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 - Direct Therapy	\$46.80	Per hour
	b. Behavior Intervention – Supervision (Master Level)	\$102.00	Per hour
	c. Behavior Intervention – Program Consultant	\$117.00	Per hour
	d. Evaluation / Assessment	\$1,080.00	Flat rate
(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

Exhibit A

**AMENDMENT TO MASTER CONTRACT AGREEMENT
MCA 1213075**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WERTHEIMER-GALE AND ASSOCIATES

Master Contract Agreement No. MCA 1213075 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1213075 shall be increased to \$10,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Wertheimer-Gale and Associates

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**MASTER CONTRACT AGREEMENT**

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 28, 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").

WERTHEIMER-GALE AND ASSOCIATES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 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"

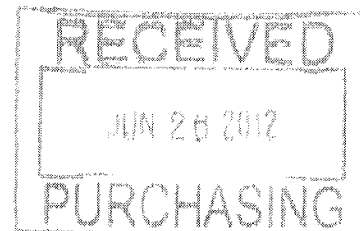
By: _____

Name: _____

Title: _____

Email address: wertgate@cox.net

FEIN/SSN: _____



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

EXHIBIT A: RATES

CONTRACTOR Wertheimer- 1A-30-088 2012-2013
Gale & Associates
(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75 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 shall be adjusted proportionally.

B. Related Services

(1) a. Transportation – Round Trip	_____	_____
b. Transportation – One Way	_____	_____
c. Public Transportation	_____	_____
d. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group	_____	_____
c. Language and Speech Therapy – Per diem	_____	_____
d. Language and Speech – Consultation Rate	_____	_____
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	\$78.00	Per- hour
b. Occupational Therapy – Group	\$78.00	Per-hour
c. Occupational Therapy – Consultation Rate	_____	_____
(8) Physical Therapy	\$78.00	Per hour
(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.

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 2 MCA 1213077**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN VIEW

Master Contract Agreement No. MCA 1213077 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1213077 shall be increased to \$600,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Ocean View

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 28, 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").

OCEAN VIEW

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 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: [Signature]
Name: Clark D. Hampton
Title: Deputy Superintendent
Board Approval Date:

"CONTRACTOR"

By: [Signature]
Name: Helen Condas, LCSW
Title: Director
Email address: condashe@aol.com
FEIN/SSN: 33-0845555

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

EXHIBIT A: RATES

CONTRACTOR Ocean View 30-73635-7098866 2012-2013

(NONPUBLIC SCHOOL OR AGENCY) CONTRACTOR NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 2 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 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
\$152.00	Daily

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	\$60.00	Daily
	b. Transportation - One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Counseling and Guidance Services	\$120.00	Per hour
	b. Educational Counseling - Group of		
	c. Counseling - Parent		
(3)	a. Adapted Physical Education - Individual		
	b. Adapted Physical Education - Group		
(4)	a. Language and Speech Development & Remediation	\$120.00	Per hour
	b. Language and Speech Therapy - Group		
	c. Language and Speech Therapy - (school site)		
	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)	Psychological Services other than assessment and IEP development	\$130.00	Per hour
(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.

AMENDMENT TO MASTER CONTRACT AGREEMENT NO. MCA 1213077

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN VIEW

Master Contract Agreement No. MCA No. 1213077 called for services to be rendered at the rates shown in the agreement.

The contract with Ocean View shall be amended to reflect the new rates as shown in Exhibit A to this amendment.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Ocean View

By: Terry Fluent
Signature

By: Helen Condas
Signature

Terry Fluent

Director
Print Name

Director, Purchasing

Helen Condas
Title

Date: 12/19/12

Date: 12/17/12



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 28, 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").

OCEAN VIEW

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 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: [Signature]
Name: Clark D. Hampton
Title: Deputy Superintendent
Board Approval Date: _____

"CONTRACTOR"

By: [Signature]
Name: Helen Condas, LCSW
Title: Director
Email address: condasha@aol.com
FEIN/SSN 33-0845555

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

EXHIBIT A: RATES

CONTRACTOR **Ocean View**

30-73635-7098866

2012-2013

(NONPUBLIC SCHOOL OR AGENCY)

**CONTRACTOR
NUMBER**

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **2 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
<u>\$152.00</u>	<u>Daily</u>

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	<u>\$60.00</u>	<u>Daily</u>
	b. Transportation – One Way		
	c. Public Transportation		
	d. Parent*		
(2)	a. Counseling and Guidance Services	<u>\$120.00</u>	<u>Per hour</u>
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group		
(4)	a. Language and Speech Development & Remediation	<u>\$120.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group		
	c. Language and Speech Therapy – (school site)		
	d. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$110.00</u>	<u>Per hour</u>
	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)	Psychological Services other than assessment and IEP development	<u>\$130.00</u>	<u>Per hour</u>
(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.

**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. MCA 1213123**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARDAN SCHOOL

Master Contract Agreement No. MCA 1213123 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1213123 shall be increased to \$200,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Mardan School

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**MASTER CONTRACT AGREEMENT ***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of November 15, 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").

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.

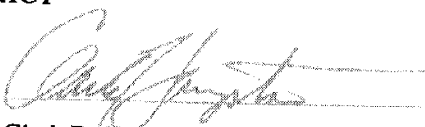
Term of Agreement. The term of this Agreement is for one year beginning November 15, 2012 through June 30, 2013.

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"

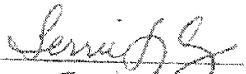
By: 
Name: Terence Gero
Title: Director of Finance
Email address: tgero@mardanschool.org
FEIN/SSN: 95-2547940 (corporation)

EXHIBIT A: RATES

CONTRACTOR

MARDAN SCHOOL

CONTRACTOR NUMBER

30-73650-6937278

2012-2013

CONTRACT YEAR

(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed

8 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) | Auditory Training | | |
| (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.

AMENDMENT TO MASTER CONTRACT AGREEMENT NO. MCA 1213123

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARDAN SCHOOL

Master Contract Agreement No. MCA 1213123 called for services to be rendered commencing November 15, 2012 through June 30, 2013.

The contract with Mardan School shall be amended to reflect the new contract term of July 1, 2012 to June 30, 2013.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Mardan School

By: 
Signature

By: 
Signature

Terry Fluent

Terrie Gerb
Print Name

Director, Purchasing

Director of Finance
Title

Date: 1/7/13

Date: 12/17/12

**MASTER CONTRACT AGREEMENT ***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of November 15, 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").

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.

Term of Agreement. The term of this Agreement is for one year beginning November 15, 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: Terence Gero
 Title: Director of Finance
 Email address: terence.gero@mardanschool.org
 FEIN/SSN: 95-2547940 (corporation)

EXHIBIT A: RATES

CONTRACTOR

MARDAN SCHOOL

CONTRACTOR NUMBER

30-73650-6937278

2012-2013

CONTRACT YEAR

(NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed

8 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) | Auditory Training | | |
| (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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 28th day of February, 2013, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Laguna Beach Unified School District hereinafter referred to as LBUSD. CUSD and LBUSD shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, LBUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

WHEREAS, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to LBUSD in the above assignment.

NOW, THEREFORE, BE IT RESOLVED the Parties to this AGREEMENT do mutually agree as follows:

1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the LBUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 20 days.
2. The term of this AGREEMENT shall commence September 1, 2012, and end on June 30, 2013, subject to termination as set forth in this AGREEMENT.
3. LBUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$596.62, plus indirect costs at 4.31 percent.
 - A. LBUSD agrees to reimburse CUSD for all actual mileage driven on behalf of LBUSD students on a monthly basis
 - B. LBUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2012-2013.
4. CUSD shall require EMPLOYEE to report to both CUSD and LBUSD when the EMPLOYEE will not be able to provide services to LBUSD as scheduled. LBUSD will pay for EMPLOYEE absences for services on LBUSD scheduled days.
5. LBUSD will notify CUSD Assistant Superintendent of Special Education with the number of hours needed by LBUSD for Extended School Year 2013, no later than May 15, 2013. These hours will be billed to LBUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

6. LBUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for LBUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend LBUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. LBUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LBUSD during the period of this Agreement.
8. CUSD and LBUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 the 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:

LBUSD: Laguna Beach Unified School District
550 Blumont Street
Laguna Beach CA 92651
Attn: _____

CUSD: Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano CA 92675
Attn: Sara Jocham

11. CUSD and LBUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and LBUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINT NAME: Clark D. Hampton
Deputy Superintendent,
TITLE: Business and Support Services

DATE: February 28, 2013

LAGUNA BEACH UNIFIED SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINT NAME: _____
TITLE: _____

DATE: _____



AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES (PROJECT MANAGEMENT)

This Agreement for Construction Management Services ("Agreement") is made as of February 28, 2013, between the Capistrano Unified School District a California public school district ("District") and Edenco, Inc, a California corporation ("Construction Manager") (both collectively "Parties"), for the project described below, which shall be referred to herein as the "Project":

Construction management services during design and construction administration of the following project:

Capistrano Valley High School Lunch Pavilion

See **Exhibit "E"** for detailed Project scope.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
 - 1.1.3. **Construction Manager**: The entity listed in the first paragraph of

this Agreement, including all Consultant(s) to the Construction Manager.

- 1.1.4. **Construction Budget**: The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
- 1.1.5. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Architect and the Architect's consultants, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Construction Manager.
- 1.1.7. **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.8. **DSA**: The Division of the State Architect.
- 1.1.9. **Extra Services**: Extra Services are defined in Article 7 and in Exhibit "B"..
- 1.1.10. **Fee**: The Construction Manager's Fee is defined in Section 6.1, payable as set forth in Article 6 and in Exhibit "D".
- 1.1.11. **Program Manager**: Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.12. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

2. Scope, Responsibilities And Services Of Construction Manager

- 2.1. **Scope**: Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that

the Construction Manager's Services described herein are based on a construction manager / multiple-prime structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / general contractor structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.

- 2.2. Coordination: In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's design team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. Construction Manager's Services: Construction Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative and comply with the schedule set forth in Exhibit "C"..

3. Construction Manager Staff

- 3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal In Charge:	_____
Project Director:	_____
Construction Manager:	Walt Eden
Asst. Construction Manager:	_____
Other:	_____
Other:	_____
Other:	_____

- 3.3. The Construction Manager shall not change any of the key personnel

listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

4. Schedule Of Work

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** and per the schedule attached as Exhibit "C" for an initial term of one (1) year, with two additional annual renewals at the option of the Board of Trustees at his hourly rate on an as needed basis. Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

5. Construction Cost Budget

- 5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect and the District throughout the design process and construction.
- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Construction Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design

Development Phase, and Construction Documents Phase, as described in **Exhibit “A,”** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District’s written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project design profession(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.

- 5.4. Evaluations of the District’s Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager’s best judgment as a professional familiar with the construction industry.
- 5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.6. If any of the following events occur:
 - 5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
 - 5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
 - 5.6.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, re-bid on or more Projects within three (3) months time (exclusive of District and other agencies’ review time) at no additional cost to the District.

5.6.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either party.

5.6.3.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

6. Fee And Method Of Payment

6.1 **The Parties agree Walt Eden will work on the Project for a lump sum total fee of \$120,000.**

6.2 The Project may include multiple components. Any one of the components or a combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component. The District shall pay the Construction Manager as set forth in Exhibit "D".

6.3 No increase in fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's error.

6.4 The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables.

7 Payment for Extra Services

7.2 District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Construction

Manager's fee are "Extra Services." Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed and as indicated in Exhibit "B".

- 7.3 A written proposal describing the proposed scope of Extra Services and listing the personnel, labor duration, rates, and cost shall be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

8 Ownership Of Data

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

9 Termination Of Contract

- 9.2 If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager.
- 9.3 District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.

- 9.4 The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.5 Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6 If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the fee associated with the services satisfactorily provided, since the last invoice that has been paid and up to the notice of termination.
- 9.7 If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

10 Indemnity

- 10.2 To the furthest extent permitted by California law, Construction Manager shall defend, indemnify and hold free and harmless the District, its agents, representative, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

- 10.3 Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.
- 10.4 The Construction Manager shall defend, indemnify and hold the District harmless from all costs, expenses, claims, actions, proceedings, demands, and damages related to the Project caused as a result of a breach of this Agreement by the Construction Manager and/or by those for whom the Construction Manager is responsible

11 Fingerprinting

- 11.2 Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
- 11.3 No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff,

visitors, or contractors are to use drugs on these sites.

- 11.4 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

12 Responsibilities Of The District

- 12.2 The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.3 The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.4 The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.5 The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.6 The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.7 During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.8 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

13 Liability Of District

- 13.2 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of

this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

- 13.3 Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays of Construction Manager in its performance hereunder, shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.4 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.
- 13.5 The Construction Manager hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

14 Insurance

- 14.2 Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).
- 14.3 **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
 - 14.3.1 **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice

the required occurrence limit.

- 14.3.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 14.3.3 **Workers' Compensation.** Statutory limits required by the State of California and
- 14.3.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
- 14.3.5 **Professional Liability.** This insurance shall cover the Construction Manager and his/her sub-consultant(s) for Two million dollars (\$2,000,000) aggregate limit subject to no more than twenty five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 14.4 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.5 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 14.6 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 14.6.1 All policies except for the professional insurance policy shall be written on an occurrence form
 - 14.6.2 The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as

additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- 14.6.3 For any claims related to this project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.
- 14.6.4 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 14.6.5 The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 14.6.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 14.7 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.
- 14.8 **Verification of Coverage:** Construction Manager shall furnish the District with:
 - 14.8.1 Certificates of insurance showing maintenance of the required insurance coverage;
 - 14.8.2 Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be

received and approved by the District before work commences.

15 Nondiscrimination

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

16 Covenant Against Contingent Fees

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

17 Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

18 Non-Assignment Of Agreement

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of

Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

19 Law, Venue

19.2 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.3 The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20 Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties. If no agreement for arbitration is made, then through a civil action filed in the Superior Court of Orange County, California.

21 Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22 Employment Status

22.2 Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.

22.3 Construction Manager understands and agrees that the Construction

Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 22.4 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.5 Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (again, offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).
- 22.6 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 22.7 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

23 Warranty Of Construction Manager

- 23.2 Construction Manager warrants that the Construction Manager is

properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.

- 23.3 Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.4 Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

24 Cost Disclosure - Documents And Written Reports

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the contract is over five thousand dollars (\$5,000).

Communications / Notice

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for

If to District:

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

Telephone: (949) 234-9436
Facsimile: (949) 493-4083
e-mail: tfluent@capousd.org

If to Construction Manager:

Walt Eden, President
Edenco, Inc.
2906 La Ventana
San Clemente, CA 92672

Telephone: (949) 874-9170
Facsimile:

e-mail: wseden@cox.net

The Construction Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25 Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

26 Other Provisions

- 26.2 The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 26.3 Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

26.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

Dated: _____, 2013

Dated: _____, 2013

Capistrano Unified School District

Edenco, Inc.

By: _____

By: _____

Print Name: Terry Fluent

Print Name: Walt Eden

Print Title: Director, Purchasing

Print Title: President

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager shall provide professional services necessary for completing the following on an as-needed basis to be determined by the District:

1. BASIC SERVICES

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the project(s), and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's Services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between the District and its design professional(s) of the Site Committee meetings and of construction meetings during the course of the Project. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the

District and/or its representative for inclusion in the overall Project documentation.

- 1.8. At the request of the District, develop a Management Information System (“MIS”) to assist in establishing communications between the District, Construction Manager, design professional(s), construction contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall interview the District’s key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by the District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is permitted by the District. This service shall include the following:
 - 1.11.1. Preparation and distribution of prequalification questionnaires;
 - 1.11.2. Receiving and analyzing completed questionnaires;
 - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
 - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the design professional(s) and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Estimate and other Project costs shall be adjusted as indicated in the Agreement.

- 1.16. Provide and maintain a management team on the Project site(s).
- 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.19. Comply with any storm water management program that is approved by the District and applicable to the Project, at no additional cost to the District.
- 1.20. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.
- 1.21. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Professionals and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
- 1.22. Construction Manager is NOT responsible for:
 - 1.22.1. Ground contamination or hazardous material analysis.
 - 1.22.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 1.22.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Construction Manager agrees to coordinate its work with that of any CEQA consultants retained by the District, and to provide current information for use in CEQA compliance documents.
 - 1.22.4. Historical significance report.
 - 1.22.5. Soils investigation.
 - 1.22.6. Geotechnical hazard report.

- 1.22.7. Topographic survey, including utility locating services.
- 1.22.8. Other items specifically designated as the District's responsibilities under this Agreement.
- 1.22.9. As-built documentation from previous construction projects.

2. GENERAL PROGRAM SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with the District approval reporting methods for schedules, cost and budget status, and projections for each project in the District's construction program ("Program"). The Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between the District and its design professional(s).
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for each project and for the overall Program. The Construction Manager shall develop master schedules and milestone schedules for each project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on each Project. The Construction Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Construction Manager may be required to attend each monthly meeting of the District's Board of Education, and to provide updates at each meeting.

3. PRECONSTRUCTION PHASE

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction contractor(s) to the District and Project design team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project design team to the construction contractor(s).
- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including the District, design professional(s), and construction contractor(s).

- 3.3. Provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and design professional(s). The Construction Manager will prepare a value engineering report will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.4. Perform or subcontract for constructability reviews of each Project at the Design Development Phase and at 90% Construction Documents. The Construction Manager shall review the Design Documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, construction duration and separation of the contracts for various portions of the Project into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the Design Documents. The Construction Manager's actions in reviewing the Project design and the Design Documents and in making recommendations as provided herein are advisory only to the District. The design professional(s) are not third party beneficiaries of the Construction Manager's work described in this paragraph and the design professional(s) remains solely responsible for the contents of design drawings and the Design Documents.
- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. Construction Manager shall review and approve construction contractor(s)' schedules, but shall not dictate any construction contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.

- 3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, the Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phase as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, when applicable.

4. 4PRE-BID PHASE

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the design professional(s) to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for the District's approval.
- 4.4. Work with the design professional(s) to separate the Construction Phase for the Project into bid packages.

5. BIDDING PHASE

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Field questions from bidders, referring questions to design professional(s) and District as required. Coordinate with design professional(s)' to respond to bidder questions by addenda.

- 5.2. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

6. CONSTRUCTION PHASE

- 6.1. Administer the construction contract(s).
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. The Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.4. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s), and design professional(s).
- 6.5. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The Construction Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, the Construction Manager will take appropriate measures to secure compliance, subject to District approval.

- 6.6. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. The Construction Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 6.7. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 6.8. The Construction Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Construction Manager shall provide to the design professional(s) and the District copies of these authorizations.
- 6.9. Develop, implement, and coordinate with assistance from the District, the design professional(s), and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 6.10. Verify that safety programs are developed and submitted by each of the construction contractor(s) as required by the contract(s). Neither Construction Manager nor District shall be responsible for or have any liability for contractor(s) failure to provide, comply with, or enforce said safety programs.
- 6.11. Record the progress of the Project by a daily log.
- 6.12. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Construction Manager.
- 6.13. Negotiate contractor's proposals and review change orders prepared by design professional(s), with design professional(s)' input as needed, for approval by the District's governing board.
- 6.14. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.15. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 6.16. Assist the District in selecting and retaining special consultants and testing laboratories and coordinate their services.

- 6.17. In conjunction with the Inspector and the design professional(s), monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the respective Construction Documents. As appropriate, with assistance of design professional(s) and the Inspector, make recommendations to the District regarding special inspection or testing of work that is not in accordance with the provisions of the Contract Documents.
- 6.17.1. To guard District against defects in the work of the construction contractor(s), the Construction Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
- 6.17.1.1. Accepted industry standards;
- 6.17.1.2. Applicable laws, rules, or ordinances; and
- 6.17.1.3. The Design Documents and Contract Documents;
- 6.17.2. Where the work of a construction contractor does not conform as set forth above, the Construction Manager shall, with the input of design professional(s):
- 6.17.2.1. Notify the District of any non-conforming work observed by the Construction Manager;
- 6.17.2.2. Reject the non-conforming work; and
- 6.17.2.3. Take any and all action(s) necessary to compel the construction contractor(s) to correct the work.
- 6.18. Maintain logs of requests for information (“RFI”) from construction contractor(s), based on information obtained from the design professional(s).
- 6.19. Establish and implement procedures, in collaboration with the District and design professional(s), for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction contractor(s) to the design professional(s) for review and approval. Maintain submittal and shop drawing logs.
- 6.20. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

- 6.21. Prepare and distribute monthly project status reports for each active project and the Program, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.22. Maintain at the Project site and, if necessary, at the Construction Manager's office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and design professional(s) share responsibility to prepare "Record Drawings" and "As-Built" documents.

7.PROJECT COMPLETION

- 7.1. The Construction Manager shall observe, with the District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Construction Manager shall maintain records of start-up and testing as provided by the construction contractor(s) and shall ensure the District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2. At the punch list phase of the Project or designated portions thereof, the Construction Manager, in consultation with the Architect(s) and Inspector, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the Contract Documents ("punch list work") and a schedule for the completion of the punch list work. The Construction Manager shall provide this list to the construction contractor(s). The Construction Manager shall coordinate construction contractor(s)' performance and completion of punch list work. The Construction Manager shall review, with the Architect(s) and District, the completed punch list work. The Construction Manager shall ensure, with input of the Architect(s), that the completed punch list work complies with applicable provisions of the construction contract(s).
- 7.3. The Construction Manager shall determine, with the Architect(s) and District, when the Project or designated portions thereof are complete.
- 7.4. The Construction Manager shall conduct, with the Architect(s) and District, final inspections of the Project or designated portions thereof. The Construction Manager shall notify the District of final completion.

- 7.5. The Construction Manager shall consult with the Architect(s), Inspector and District and shall determine when the Project and the construction contractor(s)' work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractor(s).

8. FINAL DOCUMENTS

The Construction Manager shall review and monitor all as-built drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the project.

9.WARRANTY

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that is not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparation of applications and supporting documents for governmental grants and permits other than as required in this Agreement.
7. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
8. Providing coordination of Services or providing services related to Services performed by the District's own forces.
9. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto, except for a contractor's hearing necessitated by its request to substitute a subcontractor.
10. Performing technical inspection and testing.
11. Providing additional construction administration services necessitated by changes in the design professional(s)' firm or key personnel.

- 12.** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted scope of program or project management practice.

The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services.

EXHIBIT “C”

SCHEDULE OF WORK

Proposed Schedule :

- | | |
|-----------------------|--|
| • Feb. - March 2013 | Schematics & Design Development |
| • April 2013 | Construction Documents |
| • April – June 2013 | Submit to D.S.A. & D.S.A. Initial Review |
| • May – June 15, 2013 | Bid Documents |
| • June - July 2013 | 2nd D.S.A. Review & D.S.A. Approval |
| • August 14, 2013 | Board Approval & Award Contract |
| • September 16, 2013 | Commence Construction (90 day Duration) |
| • December 13, 2013 | Completion of Construction |

EXHIBIT "D"
FEE SCHEDULE

Compensation

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District.

Method of Payment

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to his/her/its sub-consultants.
4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.

Hourly Rates

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	\$_____.00
Project Director:	\$_____.00
Construction Manager (s):	\$_____150.00
Assistant Construction Manager	\$_____.00
Other	
Other	
Other	

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed ten percent (10%)

EXHIBIT E

SCOPE OF WORK

Design and construction of Capistrano Valley High School Lunch Pavilion

Design of three (3) 30 ft. x 60 ft. previously Division of the State Architect approved metal roof covered lunch pavilions (utilizing DSA P.C. No. structure)

Music Plaza

Raised exterior stage

Enhanced lighted wayfinding path to music plaza

Masonry site walls to enclose R.O.T.C., Shop and Food Service delivery area

24" H. masonry seat walls

Proposal dated January 28, 2013, Exhibit F.

CAPISTRANO VALLEY HS LUNCH SHELTERS
THREE PC APPROVED SHELTERS AND SITE WORK



		Percent Factor	Percent Project	January 10, 2013 Budgeted Amount	Estimated OPSC Funding
A. ESTIMATED CONSTRUCTION (HARD) COSTS					
1	(3) 30' x 60' PC Approved Lunch Shelters			\$ 243,000	
2	Ceiling Lights/Power @ Shade Shelter			\$ 64,800	
3	Lunch Shelter Footings			\$ 60,000	
4	Landscape			\$ 25,000	
5	Site revisions			\$ 10,000	
6	Subtotal:			\$ 402,800	State Grants
7	Site Development			\$ 230,000	\$ -
8	Storm Drain Boxes Tie-in			\$ 22,000	\$ -
9	Retaining Wall and Seating			\$ 194,400	\$ -
10	Site Lighting			\$ 75,000	\$ -
11	Subtotal:			\$ 521,400	
12	Available for Construction (Prime Contractor Bids)		64.6%	\$ 924,200	
13	Construction Estimate Contingency	5.0%		\$ 46,210	
14	Subtotal:		67.8%	\$ 970,410	
15	CM's or GC's General Conditions Costs	6.0%		\$ 55,452	
16	Subtotal:		71.6%	\$ 1,025,862	
17	CM's or GC's Fees	6.0%		\$ 55,452	
18	BID CONTINGENCY (Escalation)	1.0%		\$ 10,813	
19	TOTAL ESTIMATED CONSTRUCTION COST:		76.3%	\$ 1,092,127	
B. ESTIMATED PROJECT (SOFT) COSTS					
20	Site Surveys / Topos			\$ -	\$ -
21	Site Geotech / Soil Borings			\$ -	\$ -
22	Furniture, Fixtures, Equipment (FFE) Allowance			\$ -	\$ -
23	Architect/Engineer Fees			\$ -	\$ -
24	Construction Manager	10.99%		\$ 120,000	
25	DSA Plancheck Fees	10.99%		\$ 120,000	
26	CDE Project Review Fees	0.83%		\$ 9,053	
27	DTSC/HAZMAT Environmental Consultant/Fees	0.07%		\$ -	
28	CEQA Consultant	0.35%		\$ -	\$ -
29	Utility City/County Fees & Inspections	1.00%		\$ -	
30	DSA Inspector of Record			\$ -	
31	Special Inspection + Materials Testing	6.67%		\$ 75,000	
32	Labor Compliance Program Administration			\$ -	
33	Bidding / Reimbursable			\$ -	\$ -
34	Subtotal:	0.46%		\$ 5,000	
35	PROJECT CONTINGENCY (District reserve added cost)	1.00%	23.0%	\$ 329,053	
				\$ 10,921	
36	TOTAL ESTIMATED SOFT COST:		23.7%	\$ 339,874	
37					
38	TOTAL ESTIMATED PROJECT BUDGET:			\$ 1,432,101	
39	PROJECT ELIGIBILITY (OPSC APPROVED):			\$ -	
40	DISTRICT LOCAL FUNDING:			\$ 1,432,101	
41	TOTAL AVAILABLE FUNDING:			\$ 1,432,101	

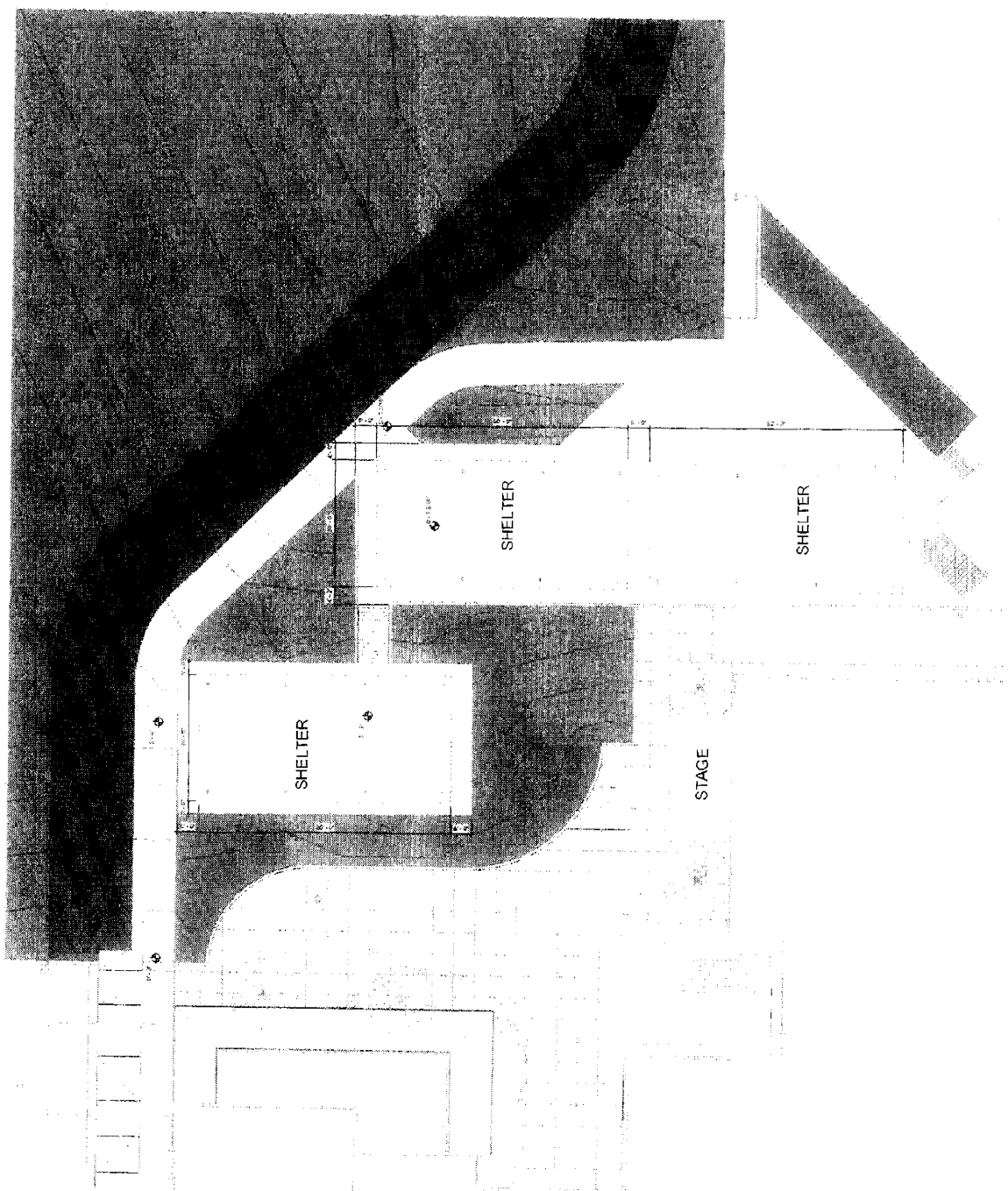
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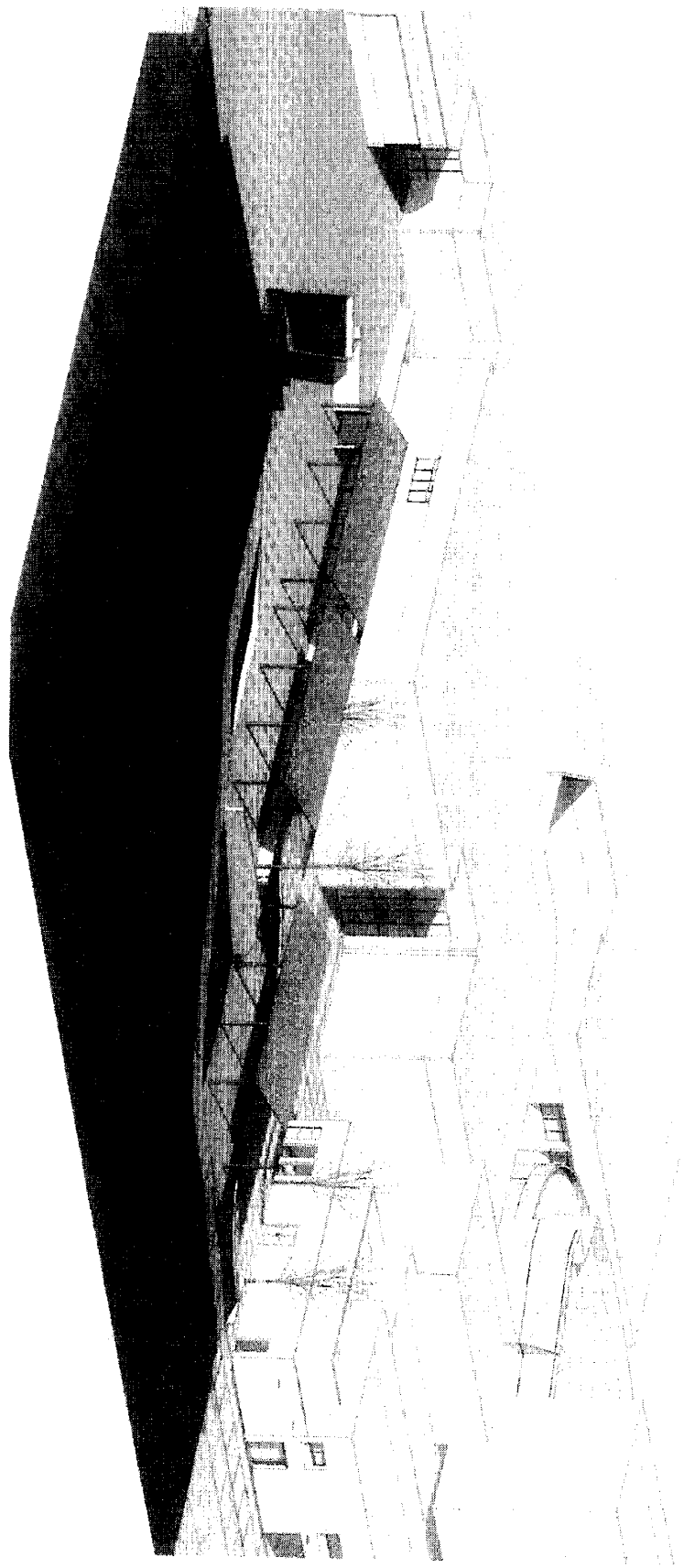
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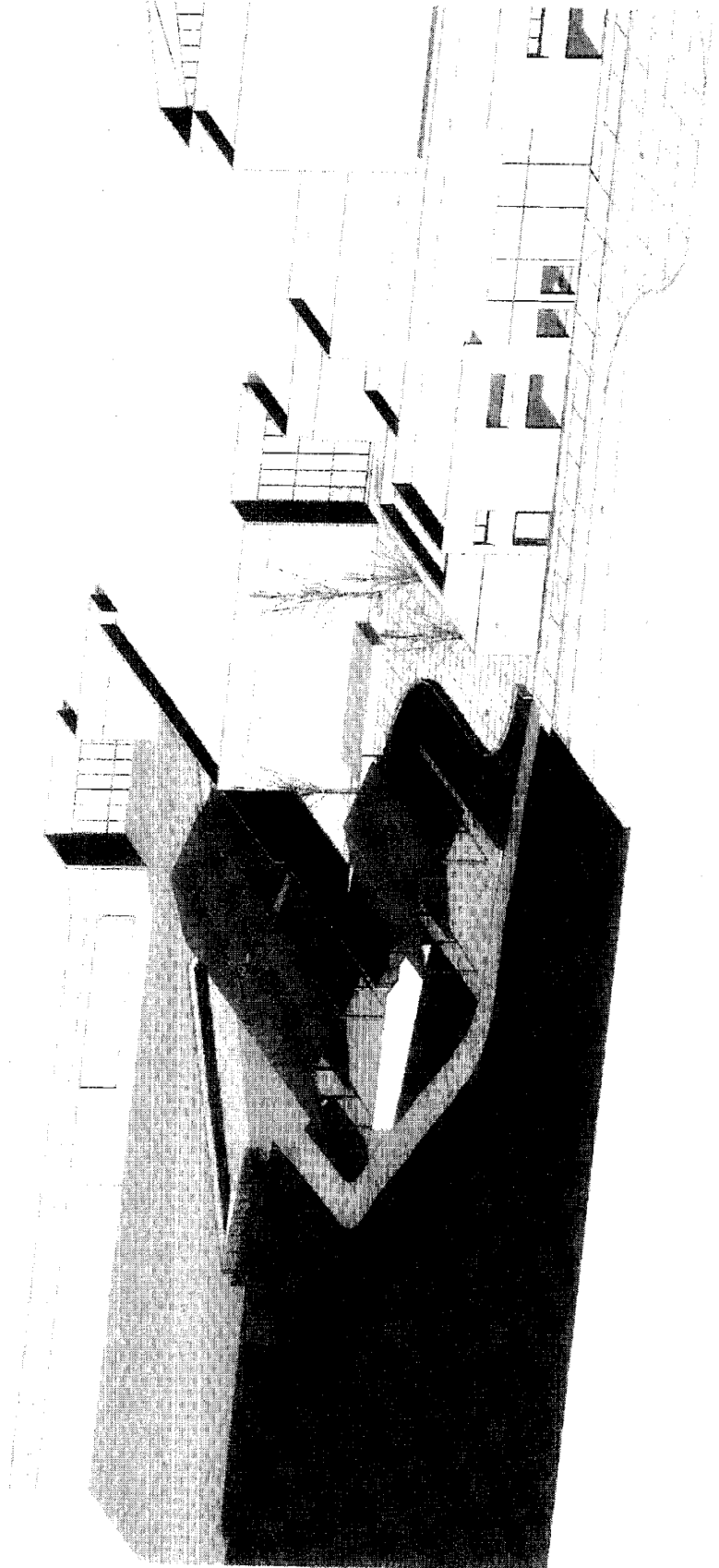
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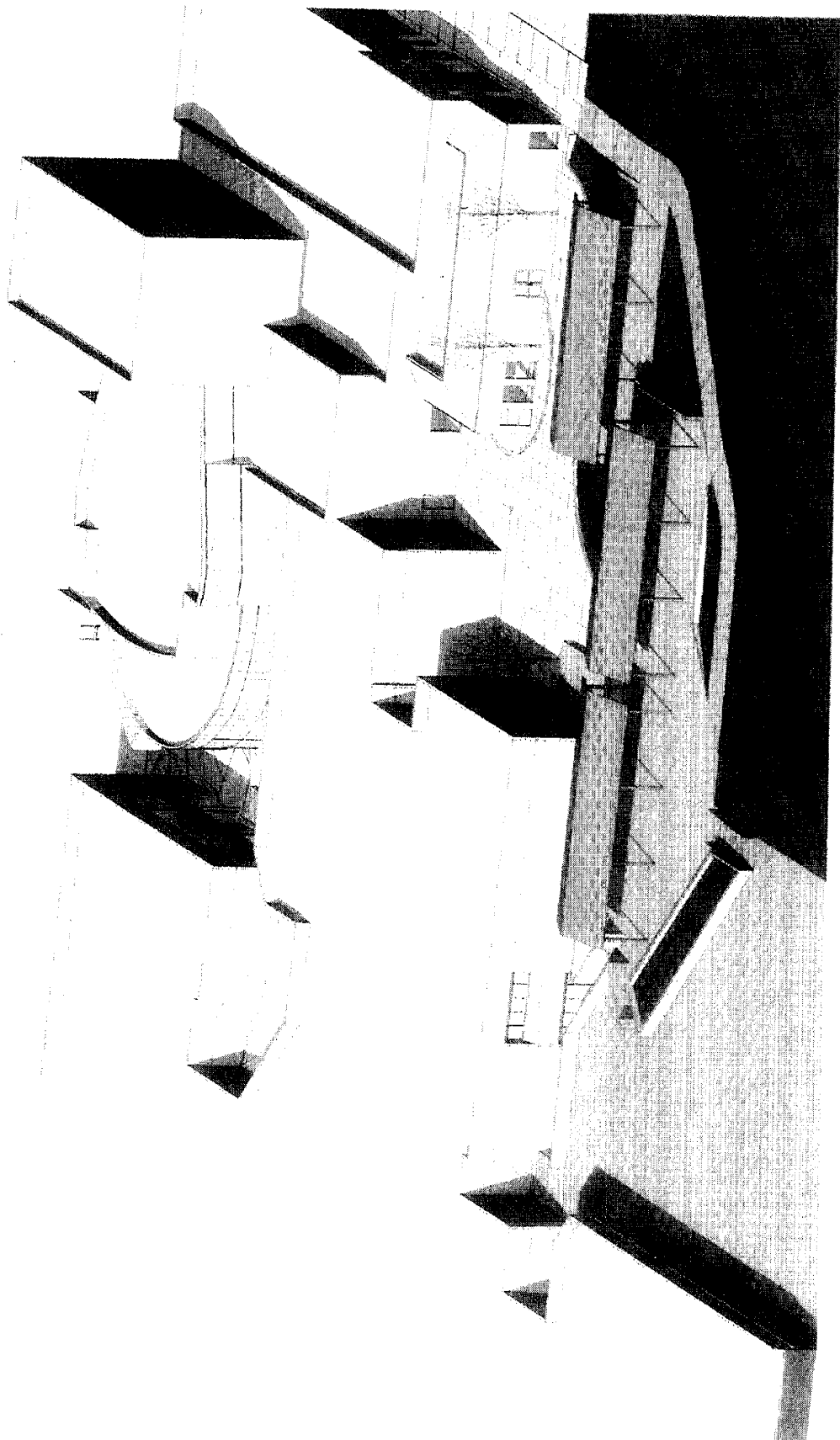
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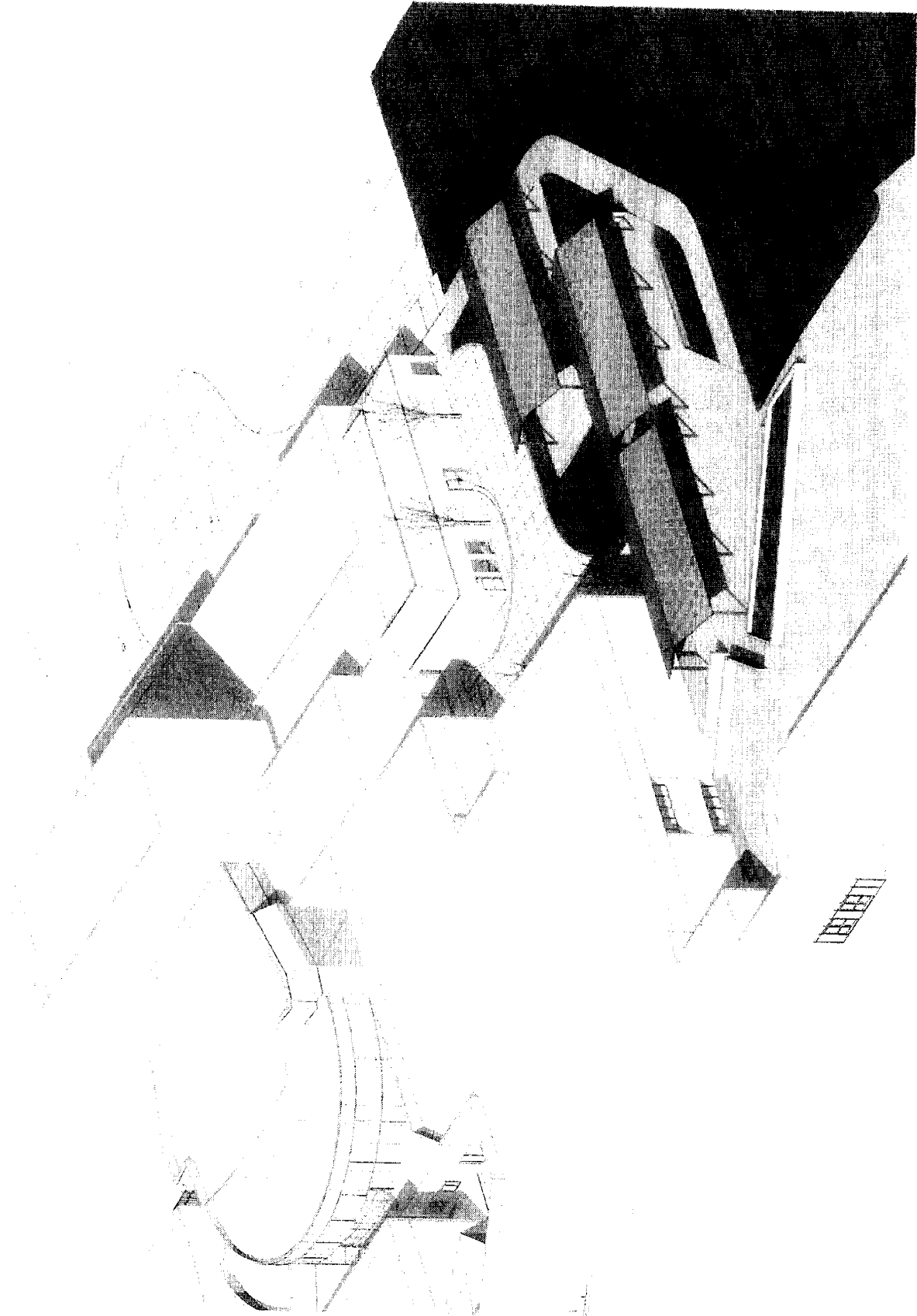
EXHIBIT E





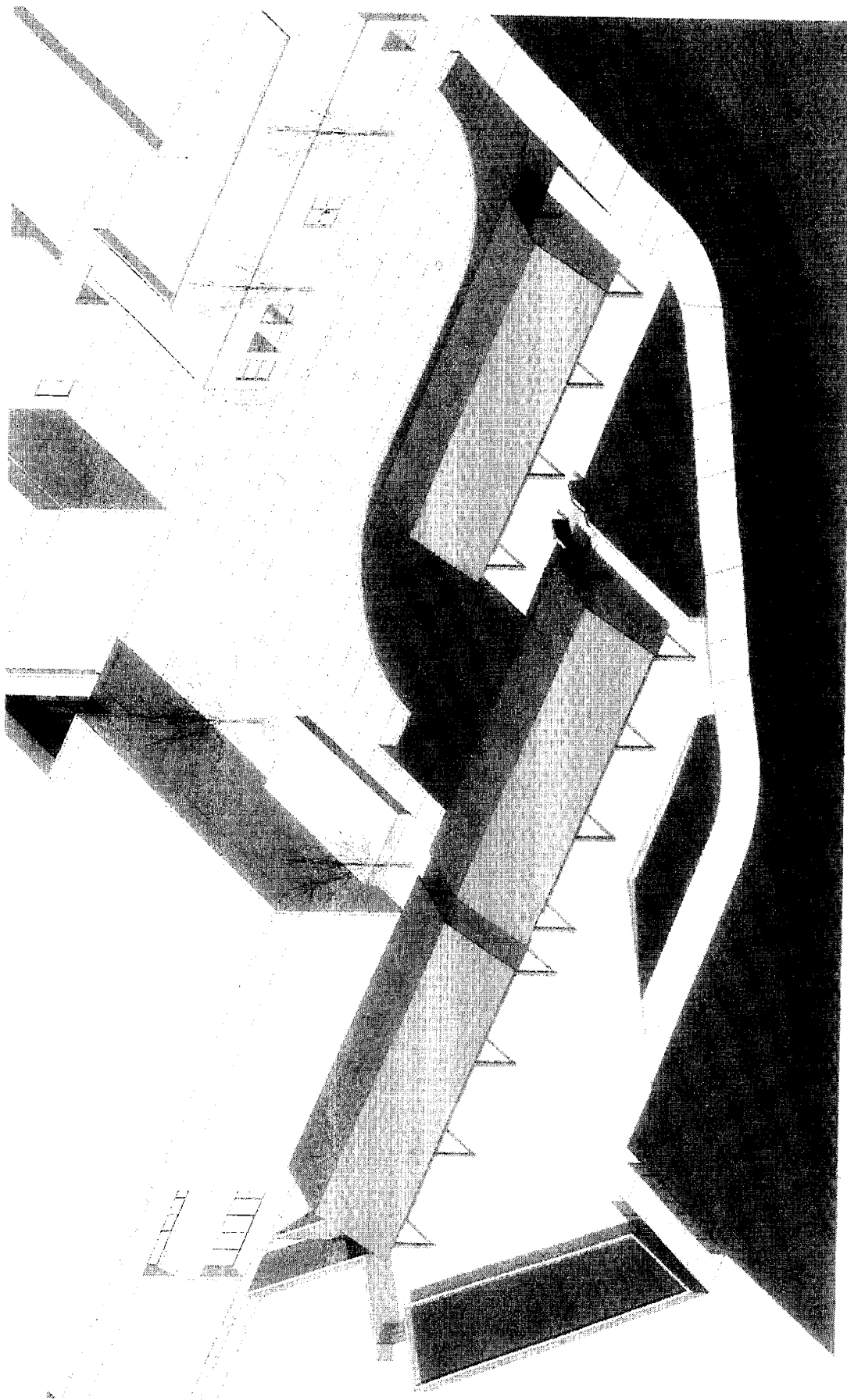


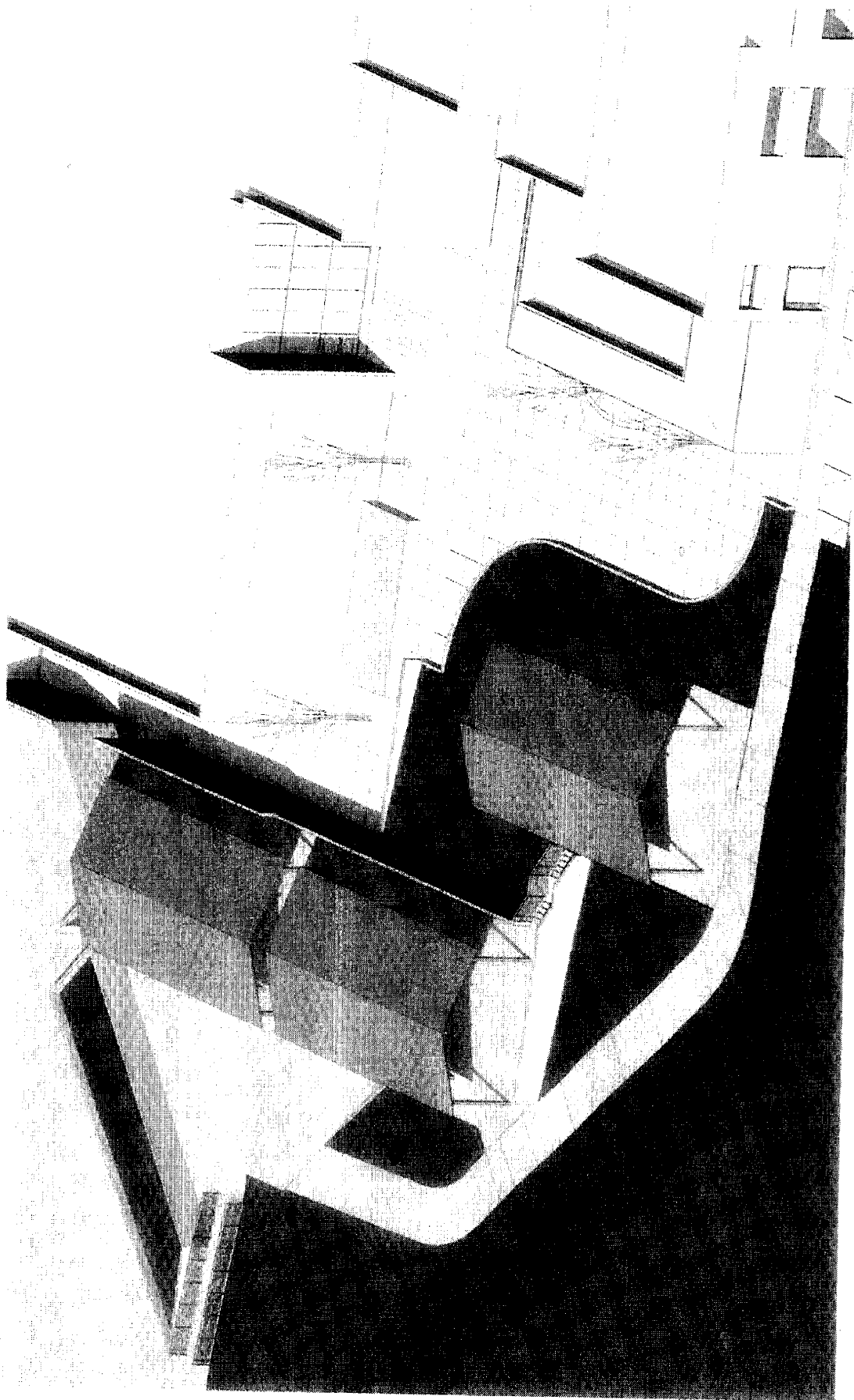




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January 28, 2013



John Forney
 Executive Director Facilities
 Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675

SUBJECT: Edenco, Inc. Proposal for Construction Management Services for Capistrano Valley High School – Lunch Pavilion and Music Plaza

Tax ID: 20-1702042

John,

Per your request and in accordance with the terms of the above noted Contract, Edenco is pleased to submit a Proposal on the following Construction Management services for Capistrano Valley High School – Lunch Pavilion and Music Plaza:

1. **Schematic and Design Development Assistance (Fee = \$20,000.00)**
 - Develop Schematic Design
 - Assist WLC preparing the Design Development drawings
2. **Constructability Review (Fee = \$20,000.00)**
 - Review & Redline Construction Documents
 - Review & Redline Specifications
 - Review & Redline General and Specific Conditions
 - Meet with WLC to review redline Drawings & Specifications
 - Review Revised WLC's Drawings & Specifications to ensure coordination and completeness of Bid Documents prior issuance for bid
3. **Construction Management (Fee = \$80,000)**
 - Provide Bid Assistance, Evaluation & Award Recommendations
 - Prepare Project Special Conditions & Edit General Conditions
 - Provide enhanced Construction Management services during Construction Phase
 - Facilitate the project Close – Out and Punch List Completion
 - Facilitate D.S.A. Certification and D.S.A. Project Close Out

Total Basic Fee Proposal = **\$120,000.00 (One Hundred and Twenty Thousand Dollars)**

Additional District requested services shall be billed at a rate of \$150.00 per hour.

Submitted
 Walt Edén,
 President

1/28/13
 Date

Approved
 John Forney,
 Executive Director Facilities

2/15/13
 Date



AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES

BETWEEN

Capistrano Unified School District

And

WLC Architects, Inc.

February 28, 2013

EXHIBIT 21

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, is made and entered into this 28th day of February, 2013, by and between Capistrano Unified School District, (the "District") and WLC Architects, Inc. ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

RECITALS

A. DISTRICT proposes to complete the construction of the Capistrano Valley High School Performing Arts Theater for which Consultant has been serving as the Architect of Record. However, the District has added a new lunch pavilion to the site plan and as such the District and the Consultant need to enter a new contract as required by state law so that Consultant can perform the services needed to construct the lunch pavilion (the "Project"). The services as herein described require the services of a duly qualified and licensed Architect to perform all of the services described herein and as required by the Department of State Architect, the California Code of Regulations, and all other laws applicable to the Project;

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

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

D. District does hereby engage Consultant for the Basic Services as defined

and described herein and for any Additional Services when authorized in advance in writing by the District's Authorized Representative in accordance with the provisions hereinafter contained in this Agreement.

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

1. Scope of Work/Services

Consultant shall perform all of the services expressly set forth in Exhibit "A" and all services inferred and implied as required to achieve completion of the Project as a whole as well as closeout certification from the Division of State Architect ("Basic Services"/"services"). Exhibit "A" is incorporated herein by reference as if set forth at length hereat. The only Additional Services shall be those expressly authorized in writing by the District's Governing Board in advance of Consultant performing such Additional Services and such Additional Services shall be performed at the same rates set forth in Exhibit "G".

2. Compensation; Invoicing; and Term

For the services provided for hereunder, Consultant shall be compensated as set forth in Exhibit "F" hereto which is incorporated herein by this reference as if set forth at length hereat. During the course of performing under this Agreement, Consultant shall submit to the District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of the District to review and/or audit all requests for payment, including the books and records of the Consultant in connection

therewith. This Agreement shall not exceed five (5) years from the date the District's Governing Board awards it and is limited to the Project for which it is issued.

3. Independent Contractor

- A.** It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold the District harmless from claims by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. For the purpose of paragraphs 3 A through 3 D the term "services" shall include both Basic Services and Additional Services as such terms are defined elsewhere in this Agreement, including exhibits.)
- B.** It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Consultant use the District facilities, equipment or support services or work in the District locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and subcontractors.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

4. Licenses, Permits, Etc.

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

5. Time

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

6. Consultant Not Agent

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

whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

7. Assignment Prohibited

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

8. Consultant Information

- A. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by the District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, the District shall give notice to Consultant of any request for the disclosure of such information. The Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with the District, satisfactory to legal counsel for the District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the District in any legal action to compel the disclosure of such information under the California Public Records Act. The Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

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

9. Standard of Performance

Consultant shall perform all the services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the services, then Consultant shall perform all of the services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform the services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

10. Termination For Convenience

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

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

11. Defense, Indemnity & Hold Harmless Obligations

A. Nature and Extent of Obligations

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

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

B. No Limitation Because of Insurance

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

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

With respect to the provisions of this paragraph 11, and in general, the Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives, and each of them) from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses),

arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability

With respect to the provisions of paragraph 11.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives, and each of them) of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of the services provided by Consultant under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of the Consultant in the performance of the Agreement.

E. Limitation

Notwithstanding paragraphs 11.B. and 11.C., Consultant's indemnification of the District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant's indemnification, hold harmless, and defense obligations toward the District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees,

subcontractors, consultants, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void and the remaining obligations shall remain fully enforceable.

12. Equal Employment Opportunity

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

A. Compliance With Regulations

To the extent applicable to the services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination

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

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

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to

nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports

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

E. Sanctions for Noncompliance

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

- (1) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions

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

G. Consultant's Liability

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

13. Insurance Requirements

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1) Commercial General Liability in the Architect's name; bodily injury limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, and property damage limit of not less than \$5,000,000. Such Commercial General Liability Insurance shall include the following liability "hazards": premises and operations liability; personal injury liability; broad form property damage liability; and complete operations liability.

- 2) Automobile Liability in the Architect's name with an Employer's Non-District Liability Endorsement in Architect's name: \$1,000,000 per person and \$1,000,000 per accident for bodily injury, and \$1,000,000 for property damage.
- 3) Workers' Compensation and Employers Liability Insurance in the Architect's name: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 for bodily injury by accident; \$1,000,000 per employee for bodily injury by disease; \$1,000,000 for bodily injury by disease.
- 4) Professional Liability Insurance covering Errors and Omissions: \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms

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

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

- a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds by endorsement with respect to: liability arising out of activities performed by or on behalf of Consultant; and

premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.

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

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

2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided, however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities

The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements

contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance

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

14. Access to Work Product

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

15. Compliance with Laws

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

16. Integration

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

17. Conflict

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Exhibits "A" through "G", or any other document included herein, the provisions of this Agreement shall govern.

18. Notices

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

DISTRICT:

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

CONSULTANT:

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

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

19. Survival

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

20. Captions, Index

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

21. Singular and Plural

Where required by the context of this Agreement, the singular shall include the

plural and vice-versa.

22. **Severability** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
23. **Work Days** All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.
24. **No Use of Mark or Name** Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.
25. **Amendments, Etc.** None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by the District's Governing Board by way of a formal Resolution. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
26. **Entire Agreement**
- This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 26, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.
27. **Attorney's Fees**
- In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees

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

29. Claims Resolution

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

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

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

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

Second, if the foregoing meeting between the District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project does not resolve the Dispute, then the District's Superintendent and the President of the Consultant shall meet with fifteen (15) days of the meeting of the District's Deputy Superintendent, Business and Support Services and the person for Consultant listed as the Architect of Record for the Project. If the District's Superintendent and the President of the Consultant meeting resolves the dispute, the District Staff will place the matter on the Board of Education's agenda for consideration and action;

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

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

30. No Limitations on Consultant Liability

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

31. Successors in Interest

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT, a local public agency

Date: _____

By: _____

Terry Fluent
Director, Purchasing

WLC Architect's Inc.

Date: _____

By: _____

Robert J. Hensley
Principal



EXHIBIT "A"

PROJECT SCOPE

Design and construction of Capistrano Valley High School Lunch Pavilion.

The Scope of the project will be based on the Final Project Proposal (FPP) dated January 24, 2013, Exhibit E.

Design of three (3) 30 ft. x 60 ft. previously Division of the State Architect approved metal roof covered lunch pavilions (utilizing DSA P.C. No. structure)

Music Plaza

Revised exterior state

Enhanced lighted way/finding path to music plaza

Masonry site walls to enclose R.O.T.C., Shop and Food Service delivery area

24" H. masonry seat walls

SCOPE OF SERVICES

The scope of services to be performed by Consultant shall include the providing of all Basic Services as defined and described herein and for any Additional Services when authorized in advance in writing by the DISTRICTS authorized representative in accordance with the provisions hereinafter contained in this Agreement.

ARTICLE 1 - ARCHITECT SERVICES AND RESPONSIBILITIES –BASIC SERVICES

1.0 GENERAL MATTERS

1.0.1 Basic Services

ARCHITECT'S Basic Services shall consist of the six phases hereinafter described in Article 1, and include all architectural, structural, mechanical, electrical engineering, civil engineering (on site), interior finishes, landscape design and Statements of Probable Construction Cost required, or which can be reasonably inferred to be required by this Agreement and generally accepted architectural practice, for completion of the Project as a whole. Basic Services includes all architectural and engineering services for all on site and off site improvements to/for the Project.

1.0.2 Engagement of ARCHITECT

Architect promises and agrees to furnish to the DISTRICT all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement ("Services"). All Services shall be subject to, and performed in accordance with this Agreement; any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by ARCHITECT shall be subject to the sole and discretionary approval of the DISTRICT.

1.0.3 Personnel

ARCHITECT will appoint a Project Architect, who shall be subject to the District's acceptance and whose acceptance will not be unreasonably denied by DISTRICT. The Project Architect shall: (1) be available to DISTRICT on or off the site as required for the proper performance of all matters relating to the Project; (2) provide overall direction of the planning and design of the Project; (3) maintain oversight of the Project at all times; (4) have full authority to represent and act on behalf of ARCHITECT for all purposes under the Agreement; (5) supervise and direct the Services using his or her best skill and attention; (6) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (7) adequately coordinate all portions of the Services; and (8) act as principal contact with the DISTRICT and all contractors, consultants, engineers, and inspectors on the Project. The Project Architect may act on behalf of DISTRICT only to the extent set forth in this Agreement and in the Construction Contract. Any changes in assignment or replacement of the Project Architect or other personnel listed in Exhibit "B" may be done only with the prior written consent of DISTRICT. The new Project Architect shall be of at least equal competence as the prior Project Architect. ARCHITECT shall replace any person assigned to the Project as required by DISTRICT. In the event that the DISTRICT and ARCHITECT cannot agree as to the substitution of a new Project Architect, the District shall be entitled to terminate this Agreement for cause.

1.0.4 Consultants

In performing its Services under this Agreement, ARCHITECT has recommended and agrees to retain and use the professional consultants listed in the attached Exhibit C, for the listed services and ARCHITECT shall be responsible for their work. ARCHITECT shall provide DISTRICT with the details of ARCHITECT'S arrangement with the consultants, including the amount and manner of their compensation for design, construction and post-construction phases, for DISTRICT'S reasonable acceptance. Any changes in the consultants listed in Exhibit C may be done only with the prior written consent of DISTRICT. If a problem develops with any of ARCHITECT'S consultants, DISTRICT shall notify ARCHITECT and ARCHITECT shall take all steps as are necessary to resolve the problem to the satisfaction of DISTRICT. ARCHITECT shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for the DISTRICT.

1.0.5 Additional Consultants

DISTRICT reserves the right to retain other architects, engineers, and consultants in connection with the Project. ARCHITECT shall coordinate with these parties as a basic service.

1.0.6 Qualification and License

All architects, engineers, experts and other consultants retained by ARCHITECT in performance of this Agreement shall be qualified to perform the services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

1.0.7 Compliance with Standards

All architects, engineers, experts and other consultants hired by ARCHITECT shall be required to meet the same standards and requirements set forth in this Agreement. ARCHITECT'S agreements with its architects, engineers, experts and other consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.0.8 Assignments or Staff Changes

ARCHITECT shall promptly obtain written DISTRICT approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in this Agreement, any changes in ARCHITECT'S consultants and staff shall be subject to the DISTRICT'S approval.

1.0.9 Draftsman and Clerical Support

Draftsmen and clerical personnel shall be retained by ARCHITECT at ARCHITECT'S sole

expense and not be charged to the DISTRICT. Such draftsman and clerical personnel shall be qualified to perform the services assigned to them.

1.0.10 Construction Manager

As used in this Agreement, "Construction Manager" shall refer to a consultant(s) who may be engaged by the DISTRICT to perform professional services for the Project. The term "Construction Manager" is used for convenience only. DISTRICT has no obligation to retain a Construction Manager nor perform any of the functions set forth in this Agreement for the "Construction Manager." The term "Construction Manager" shall not encompass the functions to be performed by the Contractor(s) to be selected by the DISTRICT to construct the Project. If DISTRICT does not employ a Construction Manager, DISTRICT shall be substituted in place of the words "Construction Manager" wherever they appear in this Agreement.

1.0.11 Compliance with Regulations

ARCHITECT shall be responsible to see that the Project as designed can operate as a functional, efficient, high-quality facility. The ARCHITECT is responsible for ensuring that the Project design shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities bearing on the Work, and with all quasi-governmental, and other regulations bearing on the Work. To the extent any of the foregoing are inconsistent, ARCHITECT shall seek to identify and resolve the inconsistencies and advise DISTRICT in writing of its resolution of the inconsistency.

1.0.12 Project Schedule

ARCHITECT'S Basic Services are to be provided in accordance with the DISTRICT – ARCHITECT Overall Project Schedule set forth in EXHIBIT "D" and which may be amended from time to time by mutual agreement ("Project Schedule"). The Project Schedule shall start from the date of executing this Agreement and indicate by month and year estimated completion times when the ARCHITECT is to complete each phase, inclusive of DISTRICT and State approvals, as shown on Exhibit "D."

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase (including D.S.A. and SCO approvals)
- Bidding and Award Phase
- Construction Administration Phase (as driven by the Construction Schedule)
- Post-Construction Evaluation Phase

The Project Schedule shall specify task milestones for the design and approval process sufficient to allow monthly status checking. ARCHITECT shall submit to DISTRICT monthly updates of the Project Schedule.

1.0.13 The Contract Documents

The DISTRICT has a set of standard bid documents that it uses as a base to compile bid documents for each specific project ("DISTRICT Bid Documents"). ARCHITECT has been provided with the DISTRICT Bid Documents. The intent of this Agreement is to have the ARCHITECT develop a complete set of bid documents which upon award to the successful bidder shall become the Construction Contract for the Project and permit the proper execution and completion of the Project ("Bid Documents"). One of the ARCHITECT'S obligations under this Agreement is to develop a complete set of Bid Documents for that purpose. The following terms shall have the following definitions for purposes of this Agreement:

A. "Contract Documents" consist of all of the documents to be developed by ARCHITECT, and include, without limitation, the Bid Documents/Construction Contract, and this Agreement.

B. "Construction Documents" consist of all drawings and specifications required by this Agreement under Article 1.3 (See also, Article 1.3.2.B.)

C. "Drawings" consist of all working drawings including elevations profiles, cross-sections and plan views as drawn by ARCHITECT.

D. "Specifications" consist of the complete bound technical document, including special conditions, all technical requirements and addenda as assembled by ARCHITECT.

E. "General Conditions", and "Special/Supplemental Conditions" consist of contractual requirements provided to bidders on the Project and are found in the Bid Documents and in the Construction Contract after award of such is made.

If anything in the Bid Documents, or in any special and/or supplementary general conditions, or in any general requirements set forth in any of the Drawings or Specifications is inconsistent with any provisions of this Agreement, this Agreement shall govern. Subject to these understandings, the Contract Documents shall be construed as a whole according to their common meaning. The Drawings and Specifications shall be designed so as to be consistent with the Contract Documents.

1.0.14 Relationship to DISTRICT

ARCHITECT and DISTRICT accept the relationship of trust and confidence established between them by the terms of this Agreement, and ARCHITECT agrees to use its professional skill and judgment and to cooperate with the DISTRICT and the Contractor(s) in its responsibility to construct the Project in accordance with the Construction Contract and Contract Documents by the established completion date for not more than the Construction budget established by DISTRICT.

1.0.15 Responsibility of ARCHITECT

ARCHITECT shall have no responsibility for instructions given to Contractor(s) by DISTRICT. DISTRICT shall give a copy of such instructions to ARCHITECT at or near the same time they are given to Contractor(s). ARCHITECT shall report immediately to DISTRICT any instruction which ARCHITECT believes is contrary to the Contract Documents or will adversely affect the Project. DISTRICT has no obligations to ARCHITECT to discourage, indemnify from, or defend against claims of Contractor(s) or any subcontractors based upon any of the foregoing except when it is the sole fault of the DISTRICT.

1.0.16 Meetings

ARCHITECT and ARCHITECT'S consultants shall attend such meetings with DISTRICT, and others as

DISTRICT may require for completing the Project. These include, but are not limited to, Project meetings, and meetings with governmental, quasi-governmental and other authorities with jurisdiction over the Project. Project meetings will be scheduled by DISTRICT and are expected to be weekly during the Schematic Design and semimonthly during the Design Development Phase; during such phases there will be meetings with owner's technical staff on technical issues and with educational groups on programmatic issues. The ARCHITECT will prepare and distribute minutes to all attendees for these meetings.

1.0.17 Scheduling

ARCHITECT understands that the DISTRICT may request that ARCHITECT proceed with services for more than one project at any given time and that ARCHITECT agrees that ARCHITECT can provide concurrent design services as may be required by the DISTRICT at any given time. ARCHITECT further understands that the DISTRICT may choose to postpone or abandon any phase of a Project at the DISTRICT'S discretion and that the DISTRICT may give notice to restart such phase at a later date subject to potential adjustment of fees or costs for architectural services. ARCHITECT understands that a portion of the Project funding may be State funds; the availability of which may not have been fully determined at the time of execution of this Agreement. ARCHITECT may be required to prepare drawings in a manner that facilitates the phasing of construction due to funding circumstances. Such phasing shall be based on DISTRICT-provided priorities, and shall allow completion and occupation of the Project at the completion of each phase. The base services includes preparation of drawings in a manner that facilitates the phased construction, due to funding circumstances, subject to the DISTRICT providing ARCHITECT with direction on which priorities shall be incorporated into a particular phase and that such direction occurs before commencement of the Construction Documents.

1.0.18 Cost and/or Value Engineering

ARCHITECT shall assist the DISTRICT and Construction Manager in developing cost and/or value engineering opportunities during the design and bidding phases of the Project. If the

DISTRICT, in its sole judgment and determination, elects to incorporate Value Engineering concepts or solutions, ARCHITECT shall incorporate such into the Contract Documents without any additional charge.

1.0.19 Existing Non-Permitted Structures

ARCHITECT shall provide services to the DISTRICT to correct existing deficiencies related to non-permitted structures that may exist on the Project site. These services shall comprise the following:

- Provide a detailed site investigation, review of available records, and with the DISTRICT'S cooperation determine if any existing structures are not properly permitted as required by applicable public agencies.
- For existing structures that require paperwork processing of available documents to obtain correction of permit deficiencies, the ARCHITECT shall furnish such applications and processing to applicable governmental agencies. This application and approval process shall occur concurrently with the Project design.
- ARCHITECT shall assist the DISTRICT in identifying existing structures that require preparation of designs, modifications, inspections and certifications to obtain appropriate permits. The ARCHITECT shall make recommendations on procedures for the DISTRICT to follow to proceed with correction of non-permitted structures.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 Program Refinement

ARCHITECT shall work with DISTRICT during the Schematic Design phase to further refine and define

the program. ARCHITECT shall review the site and existing facilities and provide a preliminary evaluation of the program and Project budget requirements, each in terms of the other, and submit a conceptual Project cost model for approval. DISTRICT shall furnish such existing information regarding utility services and site features, related to the Project as are available from DISTRICT'S records. ARCHITECT shall recommend which information should be relied upon and which should be subject to field verification based on the relative costs of investigation and the possible costs of later correction.

1.1.2 Construction Matters

ARCHITECT shall review with DISTRICT site use and improvements; selection of

materials, building systems, and equipment; and discuss construction methods and methods of Project delivery.

1.1.3 Drawings and Specifications

Based on DISTRICT'S program and Project budget requirements, ARCHITECT shall prepare, for review and acceptance by DISTRICT, Schematic Design Documents consisting of drawings, outline specifications, a general narrative description of basic systems and materials, and other documents illustrating the scale and relationship of Project components. Drawings will be prepared on standard 30" x 42" sheets. ARCHITECT shall first prepare drafts of Schematic Design Documents and review them with DISTRICT'S Project management team.

1.1.4 Schematic Design Documents

ARCHITECT shall prepare all necessary Schematic Design Documents, including but not limited to, the following:

A. Plot plan, based on site information from the DISTRICT, indicating the proposed location of the building; major improvements such as proposed parking areas, walks, and location of exterior utilities and service lines.

B. Floor plans showing all rooms and areas, entrances, exits, stairways, elevators, circulation corridors, toilet rooms, major mechanical and electrical areas. A Tabulation of Areas, including net and gross areas of the various parts of the Project shall be included.

C. Building elevations showing, by block outline and breaks, the various building masses and how they coincide with the floor plans, including colors and typical fenestration pattern.

D. Building sections showing floor-to-floor dimensions sufficient to indicate interface with existing structures.

E. Preliminary drawings and descriptions of systems such as structural, electrical, mechanical, HVAC controls, plumbing, clock, paging, intercom, building protection, lighting, telecommunications and data, cable TV, closed-circuit TV, computer cabling, fire protection, fire and intrusion alarms, plumbing, special systems, gas, and others, and the general type and scope of construction and the equipment required therein.

F. Statement of Probable Construction Cost ("Statement") based on the Schematic Design Documents and available data, including appropriate design and construction contingencies. This Statement shall identify the cost impact of the potential add-on concepts specified under Subparagraph H. This Statement shall be developed independently of any DISTRICT Estimate of construction costs ("Estimate") since DISTRICT may compare the Statement and the Estimate as a means of compiling more

information regarding the actual cost of the Project. ARCHITECT and its cost consultant shall sign its Statement of Probable Construction Cost to indicate agreement with the data presented in the Statement. (See, also, Article 4.)

G. Updated Project Schedule: Architect shall keep the Project Schedule (Exhibit "D") updated on a monthly basis showing all changes to the Project Schedule.

H. Add-Ons: ARCHITECT shall propose and discuss with DISTRICT a range of possible alternatives. ARCHITECT'S suggestions for alternatives shall maximize program content and describe their impact on the Project sufficient to increase or decrease the Statement of Probable Construction Cost by at least five (5%) percent.

1.1.5 Governmental Approvals

ARCHITECT shall in a timely manner provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT to DISTRICT, and ARCHITECT shall review the documents with the governmental authorities having jurisdiction over the Project.

1.1.6 Presentation Drawings

Concurrent with submission of Schematic Design Documents, or thereafter, as directed by DISTRICT, ARCHITECT shall prepare and submit Presentation Drawings consisting of:

- A. Plans and elevations as described in 1.1.4 A, B, C, and D, above, and
- B. One or two sketch perspectives, appropriately colored, showing materials to be used, in an easy-to-see and clear format and mounted on rigid board. Additionally, ARCHITECT shall prepare documentation describing the Project in layman's terms.

1.1.7 Copies

ARCHITECT shall submit one master set of copies of the Schematic Design Documents, outlined in 1.1.4. All drawing masters will be at a reduced size of 11 x 17.

1.1.8 State of California Approval

The Schematic Design Documents constitute a portion of the preliminary plans required to be submitted to the State of California for project funding approval. The DISTRICT, assisted by the ARCHITECT, will submit and review the preliminary plans with State of California representatives as required in order to gain project approval.

1.1.9 Construction Budget Determination

ARCHITECT shall prepare the Schematic Design Documents based on the Construction Budget set forth in Exhibit "E." ARCHITECT shall provide a design which reasonably can be

built within the Construction Budget.

1.1.10 Coordination with Construction Manager

ARCHITECT shall cooperate with the DISTRICT'S Construction manager, if any.

1.1.11 Cost Determination

Upon completion of the Schematic Design Phase, ARCHITECT shall provide DISTRICT with the documents set forth in Article 1.1.4 and all other documents used in preparing ARCHITECT'S Statement of Probable Construction Cost. DISTRICT shall review its own Estimate, if any, and compare it to ARCHITECT'S Statement of Probable Construction Cost. Any discrepancies between the Statement and the Estimate, if any, shall be identified and reconciled in accordance with Article 4, Construction Cost.

1.1.12 District's Approval

ARCHITECT shall not proceed to the Design Development Phase until ARCHITECT has obtained DISTRICT'S written acceptance of: the Schematic Design Documents (including the drawings, system checklist, general description, etc.); Statement of Probable Construction Cost; the Revised Tabulation of Areas; the updated Project Schedule; and the DISTRICT'S written authorization to proceed.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Design Refinement

Based on the accepted Schematic Design Documents and any adjustments authorized by DISTRICT to the program or the Construction Budget (Exhibit "E"), as governed by Article 4, ARCHITECT shall prepare, for acceptance by DISTRICT, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be required. The process for developing Design Development Documents shall be similar to the interactive process used in the Schematic Design Phase, involving semi-monthly group meetings and meetings on special issues.

1.2.2 Design Development Documents

ARCHITECT shall prepare from the approved Schematic Design Documents, all necessary Design Development Documents, which shall include but not be limited to the following:

A. Architectural Drawings

- (1) Plot plan showing proposed parking, exterior utilities, sidewalks,

other site improvements, grades and drainage.

(2) Floor plans, including roof, showing space assignments, sizes, and location of installed, fixed and moveable equipment which affect the design of the spaces, and the tabulation of areas, including net and gross areas of various parts of the Project. Floor plans should include utility system outlets (electrical, telecommunications, mechanical, plumbing, computer, etc.) to facilitate furniture and equipment layout and interior design.

(3) Building elevations indicating exterior design elements and features including fenestration, colors, materials, mechanical and electrical features appearing on walls, roofs, and adjacent areas.

(4) Interior elevations to establish functional requirements, equipment, and systems locations.

(5) Typical building sections showing structural members, dimensions, accommodation of functional systems and other dimensions sufficient to indicate interface with existing structures.

B. Structural Drawings

(1) Plans and sections of sufficient clarity to show the extent and type of structures and foundations.

(2) Details and notes to show that the structure conforms to the provisions of applicable codes and is otherwise sufficient.

(3) Notes to indicate foundation and structural design complies with the requirements of soils analysis and applicable seismic requirements.

(4) Notes on provisions to meet special requirements such as vibration and acoustical constraints.

(5) Calculations-Legible sheets showing the structural engineering calculations for all structural components of the Project.

C. Mechanical Drawings

(1) Plans showing single line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds.

(2) Plans showing space assignment, sizes, and outline of central

heating, cooling and ventilation equipment.

(3) Sections through critical areas showing coordination of architectural, structural, mechanical, and electrical elements.

(4) Riser diagrams showing plumbing, HVAC and special process piping distribution systems.

(5) Notes on provisions to meet special requirements such as vibration and acoustical constraints.

(6) Design calculations for equipment, duct and piping sizing, life cycle costs analyses for recommended and alternative systems, and energy conservation measures.

(7) Plans showing HVAC controls for each mechanical system to include a list of input/output devices, control schematics for each mechanical system, a written sequence of operations and functional logic diagrams to define the sequence of operation for programming all controls.

D. Electrical Drawings

(1) Plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switchgear, and generator sets.

(2) Riser diagrams for construction, showing arrangements of feeders, subfeeders, bus ducts, load centers, and branch circuit panels.

(3) Typical lighting layout coordinated with previously established ceiling system.

(4) Typical electrical plan layout showing switches, outlets, etc.

(5) Typical electrical plan layout showing fire alarm, telecommunications, data, and security systems.

E. Outline Specifications

(1) Architectural -- Revised and expanded general description of the construction, including structural, interior and exterior finishes (including color), types and locations of acoustical treatment, typical and special floor and wall coverings.

(2) Mechanical -- Description of air-conditioning, heating, and ventilation systems, HVAC/EMS controls and commissioning and duct, and

piping systems, including provisions to

meet any special criteria such as acoustic, air changes, filtration, humidity, vibration isolation, and temperature controls.

(3) Electrical -- Description of electrical services, including voltage, type and number of feeders, lighting system, including lighting levels, fire alarm, telecommunications, data, and security systems as applicable.

(4) Equipment -- Recommendations to DISTRICT for purchases of specific equipment based upon Project requirements, DISTRICT's needs, and ARCHITECT's evaluation of the suitability, efficiency and durability of the equipment.

F. Revised Statement of Probable Construction Cost.

The Revised Statement of Probable Construction Cost is based on Design Development Documents and available data ("Revised Statement"). The Revised Statement shall include an estimate of the cost impact of the add-on alternatives specified in Subparagraph H, and, again, shall be developed independently of DISTRICT'S Estimate, if any. ARCHITECT and its cost consultant shall sign the Revised Statement to indicate agreement with the data presented in the Revised Statement.

G. Project Schedule: Architect shall keep the Project Schedule (Exhibit "D") updated on a monthly basis showing all changes to the Project Schedule.

H. Add-Ons -- ARCHITECT shall propose and discuss with DISTRICT a maximum of five possible add-on alternatives sufficient to increase or decrease the Revised Statement of Probable Construction Cost by at least five percent (5%). ARCHITECT'S suggestions for add-on alternatives shall maximize program content, and describe their impact on the Project.

I. Value Analysis - Provide short description of decisions made based on value benefit to the owner for major systems and equipment. Include reasoning behind decision.

J. Energy Studies - Provide energy studies in the form of calculation consistent with Title 24 of California Building Code, latest edition. Complete standard forms for DISTRICT'S review.

K. Colored Rendering - Provide one colored rendering of professional quality after acceptance of design development. Rendering should be no larger than 24" x 36" and be of sufficient detail to show the intended character and color of the complete complex.

1.2.3 Governmental Submissions

ARCHITECT shall in a timely manner provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT and shall assist DISTRICT in applying for and obtaining required approvals from all applicable governmental agencies.

1.2.4 Coordination with Construction Manager

ARCHITECT shall involve the DISTRICT'S Construction Manager wherever possible in the design process and shall provide Design Development Documents for Construction Manager's review, at intervals appropriate to the progress of the Design Development Phase.

1.2.5 Cost Determination

Upon completion of the Design Development Phase, ARCHITECT shall provide DISTRICT with the documents set forth in Article 1.2.2 and all other documents used to prepare ARCHITECT'S Revised Statement of Probable Construction Cost. DISTRICT shall review its Estimate, if any, and compare it to ARCHITECT'S Revised Statement of Probable Construction Cost. Any discrepancies between the Revised Statement and the Estimate, if

any, shall be identified and reconciled in accordance with Article 4, Construction Cost.

1.2.6 Copies

ARCHITECT shall provide one set of reproducibles of the Design Development Documents, one master of the updated Statement of Probable Construction Cost, one master of the updated Project Development Schedule, and one master of the Revised Tabulation of Areas for approval of and reproduction by DISTRICT.

1.2.7 DISTRICT'S Approval

ARCHITECT shall not proceed to the Construction Documents Phase until ARCHITECT has secured DISTRICT'S written acceptance of the Design Development Documents, Revised Statement of Probable Construction Cost and Revised Tabulation of Areas, updated Design Schedule, updated Project Development Schedule, and DISTRICT'S written instructions to so proceed.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Design Refinement

Based on the accepted Design Development Documents, DISTRICT'S comments, and changes in the Project requested by DISTRICT, ARCHITECT shall prepare for acceptance by DISTRICT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. DISTRICT shall schedule regular and special meetings to be attended by ARCHITECT and (as appropriate) its consultants to review

the progress of Construction Documents and discuss and resolve specific issues.

1.3.2 Services

ARCHITECT shall provide all necessary services during the Construction Documents Phase, which ordinarily consist of the following.

A. ARCHITECT shall prepare all drawings and specifications sufficient for contractors to perform the Work including but not limited to:

- (1) Architectural drawings, details and specifications.
- (2) Structural plans, details, calculations and specifications.
- (3) Mechanical and HVAC controls, details and specifications including full HVAC controls design, airflow specifications and procedures for balancing and commissioning systems.
- (4) Electrical and telecommunications/data plans, details and specifications including complete and functional communications infrastructure system to provide voice and data communications to and through-out the building.
- (5) Plans showing installation of major systems and equipment.
- (6) Automatic fire protection and life safety specifications and requirements.
- (7) All appropriate schedules, such as doors, hardware, finishes, windows, etc.
- (8) Special conditions.

B. Construction Documents. ARCHITECT shall prepare Construction Documents setting forth in detail and prescribing the work to be done, as well as the materials, workmanship, and finishes required for the Project. The Construction Documents shall be in a form capable to: (1) secure any required approvals, obtain state funding grants, and secure permits and all other approvals for the Project; (2) obtain by open competitive bidding a responsible bid that fits within budgetary constraints as described in Article 4; and (3) permit any qualified, licensed contractor to perform the Project.

C. Cost: All prints of documents required for design, development and coordination by ARCHITECT and all consultants shall be furnished by ARCHITECT. All prints for Federal, State or local approval and bidding will be paid for by the DISTRICT. ARCHITECT shall provide the DISTRICT with four sets of Construction Documents in

digital scans in tiff or pdf format for use by the DISTRICT at no cost to the DISTRICT.

D. Bid Alternates: ARCHITECT shall prepare all Construction Documents in a manner that includes and enables additive and deductive alternates for the Project work. ARCHITECT shall assist the DISTRICT in developing bid alternates and shall incorporate in the Construction Documents the DISTRICT approved additive and deductive bid alternates.

E. Phasing of Work. As part of the preparation of Construction Documents, and if so directed by the DISTRICT, the Construction Documents shall be prepared so that portions of the work may be deferred and performed at a later date under subsequent contracts. The DISTRICT shall provide such direction to ARCHITECT before commencement of work on the Construction Documents. In the event the DISTRICT provides direction after work on the Construction Documents has proceeded, such direction being to prepare the documents in a manner enabling the deferral of a portion of the work under a subsequent contract, ARCHITECT may be entitled to additional fees beyond the Basic Services Fees provided in this Agreement. In the event of the foregoing, the DISTRICT and the ARCHITECT shall mutually agree to the specific additional services that may be required and the corresponding fees. The phasing strategies to be indicated on the Construction Documents shall be consistent with the DISTRICT'S ability to fund the work. For the purposes of this Agreement the ARCHITECT may be required to furnish Construction Documents that enable the DISTRICT to bid and construct all of the work at a particular Project site in separate phases. The Construction Documents must be prepared in a manner that upon completion of each phase, the Project site is operable and can be approved by DSA and occupied by the DISTRICT. ARCHITECT shall review with Construction Manager and the DISTRICT and determine the requirements and approach for phasing of the work. ARCHITECT shall incorporate and prepare as part of the Construction Documents all design and documents necessary to enable construction phasing and logistics in order to obtain the minimum disruption of the educational program at the Project, to facilitate efficient construction, and to enable the construction of the Project within the duration prescribed by the Contract Documents.

F. Finishes: Before the completion of the Construction Document Phase, ARCHITECT shall select finish materials and colors to be incorporated in the work and shall prepare schedules of such materials and colors for DISTRICT'S approval. The schedule shall note any materials or finishes which will involve extraordinary delays in delivery. Interior design services of any broader scope shall be an Additional Service.

G. At the time Construction Documents are fifty percent (50%) complete, ARCHITECT shall so notify DISTRICT, prepare and submit to DISTRICT an updated Statement of Probable Construction Cost based on the Construction Documents being fifty percent (50%) complete ("50% CD Cost Statement") in accordance with Articles 4, and furnish documentation sufficient to allow the DISTRICT or its Construction Manager to prepare an updated Estimate to identify significant changes from previously-furnished construction cost estimates prepared in accordance with Article 4.

H. Upon completion of Construction Documents, ARCHITECT shall prepare and submit to DISTRICT an updated Statement of Probable Construction Cost based on the Construction Documents being one hundred percent (100%) complete ("100% CD Cost Statement") in accordance with Article 4. This Statement shall include an estimate of the cost impact of the add-on alternatives specified in Article 1.3.3 and, again, shall be developed independently of DISTRICT'S Estimate, if any. ARCHITECT and its cost consultant shall sign the 100% CD Cost Statement to indicate agreement with the data presented in the therein.

I. ARCHITECT shall provide DISTRICT with monthly updates of the Project Schedule (Exhibit "D").

1.3.3 Add-on Alternatives

ARCHITECT shall consider a maximum of five add-ons in the preparation of the Construction Documents. The Construction Documents shall be drawn in such a way as to minimize, to the extent practical, the subsequent cost of drawing fully detailed add-on alternatives. ARCHITECT shall provide, as a Basic Service, full detailed and biddable maximum of five alternatives sufficient to cover the anticipated risk that the actual construction cost as established by bids will exceed the ARCHITECT'S Revised Statement of Probable Construction Cost as updated at the conclusion of the Design Development Phase.

1.3.4 Governmental Approvals and Plan Checks

ARCHITECT in a timely manner shall provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT to DISTRICT. Five complete sets of working documents, calculations and specifications, and digital data on disc, at no additional cost to the DISTRICT, shall be submitted to the DISTRICT for review, study, checking and approval by the DISTRICT. The DISTRICT at it's sole option may self perform and or hire a third party(s) to provide a DISTRICT review, study and check of documents, concurrently with the required submittal and review period of the governing agencies. ARCHITECT shall make all changes, additions or corrections in the working drawings and specifications originating from the DISTRICT so long as they are not in conflict with requirements of applicable building codes, local, state and/or federal government regulations and requirements of public agencies having jurisdiction. Upon DISTRICT approval, the ARCHITECT shall then submit all required documents to the necessary governing agencies, obtain reviews and corrections from the governing agencies and incorporate any required changes and/or corrections into the Contract Documents, calculations or other documents prepared by ARCHITECT. At the DISTRICT'S request, ARCHITECT shall assist DISTRICT in filing any necessary documents for procuring permits and/or the approval of any governmental authorities having jurisdiction over the Project

1.3.5 Cooperation with DISTRICT'S Project Manager

ARCHITECT shall consult with DISTRICT'S Construction Manager regarding any changes in requirements or in construction materials, systems or equipment as the Drawings and

Specifications are developed. Final changes, listed to identify impacts on construction cost, shall be provided to DISTRICT by ARCHITECT.

1.3.6 Cost Determination

Upon fifty percent (50%) completion of the Construction Document Phase and upon one hundred percent (100%) completion of the Construction Document Phase, ARCHITECT shall provide DISTRICT with all documents used to prepare ARCHITECT'S 50% and 100% CD Cost Statements. DISTRICT shall review its Estimate, if any, and compare it to ARCHITECT'S 100% CD Cost Statement. Any discrepancies between the 100% CD Cost Statement and the Estimate, if any, shall be identified and reconciled in accordance with Article 4, Construction Cost.

1.3.7 DISTRICT'S Approval

ARCHITECT shall obtain DISTRICT'S written acceptance of each package of the Construction Documents, a final Tabulation of Areas, the updated Project Schedule and a Final Statement of Probable Construction Cost ("Final Statement"). When, in ARCHITECT'S opinion, final drawings and specifications are complete and approved by all governing agencies, a complete sets of prints of working drawings and specifications and digital data on disc shall be submitted to the DISTRICT for review, study, checking, and approval by the DISTRICT.

ARCHITECT shall make all changes, additions and/or corrections in the final working drawings and specifications requested by DISTRICT, so long as they are not in conflict with the requirements of the applicable building codes, local, State and/or Federal governmental regulations and requirements of public agencies having jurisdiction or previous approval.

1.3.8 Copies

ARCHITECT shall provide DISTRICT with an original sepia and one master of the Specifications for reproduction.

1.4 BIDDING PHASE

1.4.1 Assistance with Bidding

ARCHITECT shall assist DISTRICT in identifying and evaluating potential bidders, obtaining bids or negotiated proposals, including rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. ARCHITECT shall assist DISTRICT in conducting pre-award bid tours and conferences with potential bidders.

1.4.2 Services

Unless otherwise directed by DISTRICT in writing, ARCHITECT shall:

- A. Review and comment upon the following documents to be provided by

DISTRICT:

- (1) All of the Front End documents set forth in the Table of Contents in the DISTRICT'S proposed Bid Documents for the Project, including without limitation, the: (i) Invitation to Bid; (ii) Instructions to Bidders; (iii) Bid Form; (iv) Agreement form; (v) General Conditions; (vi) Special Conditions; etc.
- B.** Coordinate these "front end" documents with the approved Construction Documents, Special Conditions, Specifications and information developed by the ARCHITECT and bid alternates into a complete Bid Package(s).
- C.** Prepare any required Addenda to the Bid Package(s).
- D.** Assist in the pre-bid conference and walk-through, if required, including giving a technical narrative of the project scope.
- E.** Prepare written answers to questions, addenda, interpretations and clarifications in a timely manner.
- F.** Assist DISTRICT with a written analysis and recommendation of the bids and any alternatives included in each bid.
- G.** Assist DISTRICT in any negotiations with bidders, if any.
- H.** Investigate, review, advise and recommend for acceptance or rejection any substitution of materials and products where requested or required by the terms of the specifications during the bidding process.
- I.** Comply with the provisions of Article 4.4.4 herein.
- J.** If required by the DISTRICT, after competitive bids based on the Contract Documents have been received and in the event the total of the lowest responsible bid or bids exceeds the District-approved Construction Document One-Hundred (100) percent Estimate by more than five (5) percent, ARCHITECT shall, at no cost to the DISTRICT, revise the Construction Documents and obtain all necessary governmental approvals, as directed by the DISTRICT in a manner that will permit the securing of new bids that do not exceed the cost limitations of the DISTRICT-approved Construction Document One-Hundred Percent Estimate.

1.5 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 Duration and Scope.

The Construction Phase will commence with the award of the Construction Contract and will terminate when ARCHITECT completes all services for such phase as required by this Agreement, the Contract Documents and those documents forming the Construction Contract. The ARCHITECT shall perform during the duration of this Agreement all services and work called out under this Agreement as well as all obligations imposed on the ARCHITECT by applicable law, including without limitation, the obligations, duties and responsibilities set forth in Titles 19, 21 and 24 of the California Code of Regulations. ARCHITECT shall perform all services and work within the time frames specified in this Agreement and in the Construction Contract awarded by the DISTRICT to the contractor(s). Regarding the ARCHITECT'S performance of its obligations under this Agreement, time is of the essence. (See also Article 6.4.)

1.5.2 Administration

Unless otherwise provided in this Agreement, ARCHITECT shall, in cooperation with DISTRICT and/or Construction Manager, if there is one, provide administration of the Construction Contract(s) (the work) as set forth below, and as called for by all of the Contract Documents.

1.5.3 Cost Determination

ARCHITECT shall comply with Articles 4.4.5 and 4.4.6 upon becoming informed of the Bid Price, as defined by Article 4.4.3.

1.5.4 Pre-Construction and Meetings

ARCHITECT, along with Construction Manager, if any, shall conduct pre-construction conferences and job walks with successful contractor(s).

1.5.5 Meetings, Instructions

ARCHITECT shall advise and consult with DISTRICT during the Construction Phase. Meetings shall be held between DISTRICT, ARCHITECT and the Contractor(s) on a weekly basis. The ARCHITECT shall provide minutes to DISTRICT and Contractor. ARCHITECT shall have authority to act on behalf of DISTRICT only to the extent provided in the Contract Documents unless otherwise modified by written instrument. ARCHITECT shall also have a duty to make corrections, as appropriate, to the meeting minutes.

1.5.6 Observation

ARCHITECT and consultants shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of construction of the Project (the Work) and to determine and to advise DISTRICT in writing if the Work is proceeding in accordance with the Contract Documents. This includes site visits by ARCHITECT on a timely basis appropriate for approvals required of ARCHITECT as specified in the Contract Documents. ARCHITECT and/or its engineering consultants shall review for

conformance with specifications field tests and equipment performance tests and observe the start up and check-out of major and specialized systems, such as air conditioning and heating systems including boilers, pumps and air handling

equipment, and energizing of switchgear. These requirements include, without limitation, a review by ARCHITECT'S electrical consultant before energizing any electrical system to determine that the equipment and installation complies with the intent of the Contract Documents and specifications where observable or visible for inspection. On the basis of such onsite observations, ARCHITECT shall keep DISTRICT informed of the progress and quality of the Work, and shall endeavor to guard DISTRICT against, defects and deficiencies in the Work.

1.5.7 Construction Responsibility

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

1.5.8 Access

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

1.5.9 Payment of Certificates

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

Contract Documents and/or applicable law for performing the tasks set forth in this Article 1.5.9.

1.5.10 Extent of Assistance by ARCHITECT

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

1.5.11 Interpretation

ARCHITECT shall be the interpreter of the requirements of the Construction Documents. ARCHITECT shall render written interpretations necessary for the proper execution or progress of the work with reasonable promptness but in any event not more than five (5) work days following written request of either DISTRICT or the Contractor(s). Interpretations with cost implications shall be subject to approval by DISTRICT.

1.5.12 Form of Interpretations

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

1.5.13 Rejection of Work

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

1.5.14 Submittals and Substitutions

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

1.5.15 Changes by ARCHITECT

ARCHITECT may recommend to DISTRICT minor changes in the work not involving an adjustment in the contract price or an extension of the contract completion date and which are not inconsistent with the intent of the Contract Documents. Following approval by the DISTRICT such changes shall be effected by written field order issued to the Contractor(s) with a concurrent copy to DISTRICT.

1.5.16 Warranties and Manuals

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

1.5.17 Modification of Duties

The extent of the duties, responsibilities and limitations of authority of ARCHITECT as a representative of DISTRICT during construction shall not be modified or extended without written agreement between DISTRICT and ARCHITECT.

1.5.18 Contract Beneficiaries

ARCHITECT'S contractual relations extend only to DISTRICT, and the services under this Agreement are intended to be performed for the benefit only of DISTRICT.

1.5.19 Progress Reports

ARCHITECT shall prepare and submit to DISTRICT monthly verified progress reports, which are to include evaluation of the Project Development Schedule, status of field orders, change orders, shop drawing, submittals, etc. These reports shall be in a format approved by DISTRICT. Architect shall also prepare and submit all reports required by DSA and any other applicable agency having jurisdiction over the Project.

1.5.20 Problem Reports

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

1.5.21 Drawings (As-Built)

1.5.21.1 - As-Built Drawings

As-Built Drawings: Also sometimes called “Redline drawings,” are drawings created by the General Contractor by a person skilled in drafting and knowledgeable of the conventions of the trades involved made to scale and during the course of construction to accurately record the location (measured from building corners or other permanent monuments), sizes and nature of elements of the Project as it was actually constructed by the General Contractor and subcontractors showing changes to the drawings and specifications. The OWNER’s Inspector of Record and the ARCHITECT shall review the Contractor’s as-built drawings at monthly site visits, based on the Inspector of Records observations and the ARCHITECT site visits, as-built shall become a condition of the monthly Contractors Progress Payment Request. Upon completion of the Work, the Contractor(s) shall forward the as-built drawings, annotated specifications, operations and maintenance manuals to ARCHITECT with a certificate from the Inspector of Record and the Contractor that the “As-Built” are complete, correct and accurate. Submission shall be made to OWNER before certification of the Contractor(s) Application for Final Payment.

1.15.21.2 – Record Drawings

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

1.5.22 Construction Schedules

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

1.5.23 Public Agency Approvals

ARCHITECT shall assist the DISTRICT in applying for and obtaining the required permits and/or approvals from all public agencies having jurisdiction over the Project. To the extent approvals of documents or drawings are required for the Project, ARCHITECT shall submit such copies to such agency as are required and shall make corrections or revisions as may

be necessary or required by such agency in order to secure approvals or funding. The DISTRICT shall reimburse ARCHITECT for any permits and/or plan check fees paid by ARCHITECT on the DISTRICT'S behalf.

1.5.24 Certificate of Completion

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

During the period of construction, ARCHITECT shall cause its consulting engineers to make or cause to be made all respective tests and inspections necessary to secure the completion of various types of work falling under their division of the work, and upon completion of the Project, ARCHITECT shall cause each consulting engineer to issue or cause to be issued a certificate stating that the work falling under his or her administration has been performed in accordance with the drawings and specifications and contract requirements.

Architect shall also prepare and submit all final reports required by DSA and any other applicable agency having jurisdiction over the Project.

1.5.25 Guarantees

ARCHITECT shall secure in proper form and transmit to the DISTRICT, the necessary guarantees, affidavits, releases, bonds, waivers, instruction books, diagrams, operating manuals, and documents required of the Contractor by the Contract Documents.

1.5.26 Web-based Project Management Systems

ARCHITECT will, in collaboration with the DISTRICT, the ARCHITECT'S consultants, and the Contractor, use the DISTRICT'S web-based project management software system to

administer the construction phase of the PROJECT. This will include the processing, distributing, implementing, and collaborating of all items described in Article 1.5 and project documentation to include, but not limited to, Construction Documents, Requests for Information, submittals, meeting minutes, change order proposals, change orders, payment requests, field direction, Architectural Supplemental Information, etc.

1.6 POST CONSTRUCTION EVALUATION PHASE - CORRECTION OF DEFECTS

1.6.1 Interpretation

During all periods of guarantee of the work provided for in the Contract Documents with the Contractor(s), ARCHITECT shall act as DISTRICT'S advisor for the purpose of securing correction of any and all defects and deficiencies discovered after acceptance of the Project and before expiration of the guarantee period. ARCHITECT shall also assist DISTRICT by providing interpretation of the Construction Documents where requested.

1.6.2 Eleven Month Review

Eleven (11) months following completion and before the expiration of any guarantees, ARCHITECT and all its consultants shall visit the Project with DISTRICT and:

- A.** Review the work and identify observable defects and deficiencies.
- B.** Evaluate the performance, durability, and appearance of installed products, materials, and systems as they relate to suitability for the use intended and to DISTRICT'S construction budget.
- C.** Evaluate the Project's function and DISTRICT'S use of the Project as reflections of the original program intent; and
- D.** Submit a written report to DISTRICT concerning the foregoing.

ARTICLE 2 - ADDITIONAL SERVICES

2.0 Authorization Required

DISTRICT may require ARCHITECT to perform services beyond the Basic Services described in Article 1 of this Agreement and elsewhere in this Agreement. ARCHITECT shall not begin work on and shall not be paid for any Additional Services unless the DISTRICT has approved in writing a description of the services and the cost thereof BEFORE any Additional Services are performed. Should ARCHITECT perform services it contends are beyond the scope of its Basic Services under this Agreement without first getting the DISTRICT'S approval in writing describing the services and the cost thereof, ARCHITECT agrees that it is not entitled to compensation therefore and such services shall be treated as Basic Services. As used herein,

"Additional Services" means any work which is determined by the DISTRICT to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for ARCHITECT to perform at the execution of this Agreement. DISTRICT shall pay ARCHITECT for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of ARCHITECT pursuant to, without limitation Articles 12 and/or 7.8 of this Agreement. Additional Services shall also not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which ARCHITECT was aware or should have been aware pursuant to the laws and regulations provision of this Agreement. Such Additional Services may include, but shall not be limited to:

2.1 Inventories

Providing detailed quantity surveys or inventories of materials, equipment or systems other than those required as a Basic Service in order to select materials, equipment and methods;

2.2 Fire

Providing consultation concerning replacement of any Work damaged by fire or other causes beyond the control of the ARCHITECT during construction;

2.3 Defaults of Others

Providing services made necessary, without fault of ARCHITECT, by default of the Contractor(s); major defects or deficiencies of the Contractor (s) or failure of performance by the Contractor(s);

2.4 Consultants

Providing services of consultants for other than Basic Services;

2.5 Changes

Making revisions to previously approved Drawings, Specifications or documents as a result of increasing or decreasing the Project Budget or to accomplish changes requested by DISTRICT and assisting the Contractor(s) in preparing change orders to accomplish such revisions, when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes beyond the reasonable control of ARCHITECT. Preparing Drawings, Specifications and supporting data and providing other services in connection with such change orders. However, change orders and related services necessitated by an error or omission of ARCHITECT shall be provided without additional cost; provided however that the performance of such services shall not be an admission of liability by ARCHITECT. In the event of dispute over the cost of or responsibility for a change order, ARCHITECT shall prepare the document pending resolution of

the dispute in accordance with Article 14; and/or

2.6 Other Services

Providing any other services not otherwise included in, and not reasonably inferable from, this Agreement and not customarily furnished in accordance with generally accepted architectural practice. These include, without limitation, the design of future facilities not included in the Project, dynamic structural analyses, phasing, and the provision of services after the completion of Basic Services.

End of Exhibit "A"

Exhibit A
Project Scope



EXHIBIT "B"

ARCHITECT'S PROJECT PERSONNEL

PROJECT MANAGER: Steve Stearns

Exhibit B
Architect's Project Personnel



EXHIBIT "C"

ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL

CIVIL ENGINEERING: Epic Engineers, Erick Potter

STRUCTURAL ENGINEERING: KB Leung & Associates, Inc., Ban Leung

MECHANICAL ENGINEERING: IDS Mechanical Engineers, Ray Cranston

ELECTRICAL ENGINEERING: TTG, Nestor Ignacio

LANDSCAPING DESIGN: IDG Landscape Architects, Doug Diggs

CONSULTANT KEY PERSONNEL: Key personnel for each consultant listed above will be provided.

Key consultants are listed for each firm above. The identified consultant personnel will be maintained on the project during all phases of service to the DISTRICT.

Exhibit C

Architect's Consultants and Their Key Personnel



EXHIBIT "D"

PROJECT SCHEDULE

Proposed Schedule :

- | | |
|-----------------------|--|
| • Feb. - March 2013 | Schematics & Design Development |
| • April 2013 | Construction Documents |
| • April – June 2013 | Submit to D.S.A. & D.S.A. Initial Review |
| • May – June 15, 2013 | Bid Documents |
| • June - July 2013 | 2nd D.S.A. Review & D.S.A. Approval |
| • August 14, 2013 | Board Approval & Award Contract |
| • September 16, 2013 | Commence Construction (90 day Duration) |
| • December 13, 2013 | Completion of Construction |

**Exhibit D
Design/Construction Schedule**

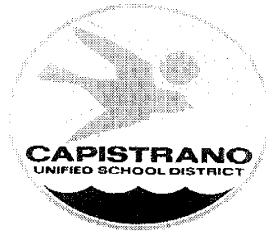


EXHIBIT "E"
CONSTRUCTION BUDGET

The construction budget is \$1,432,101., per proposal dated January 24, 2013 attached.

Exhibit E
Construction Budget



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA • Mark Graham, AIA
Bill Louie, AIA • Leopold Ray-Lynch, AIA

January 24, 2013

Mr. John G. Forney
Executive Director Facilities, Maintenance and Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675-4859

Re: Fee Proposal for Architectural/Engineering Services
Lunch Pavilion and Music Plaza
Capistrano Valley High School

Dear John:

WLC Architects, Inc. is pleased to submit a proposal to provide architectural/engineering services for the lunch pavilion and music plaza to be located at the Capistrano Valley High School. As requested, we have prepared a description of the scope and a cost estimate (attached) for the District and School Board to review.

- I. Three PC approved Lunch Shelters and Site work
 - a. The proposal is based on the sketch provided by EDENCO on September 7, 2012 (attached).
 - b. Two lunch shelters are to be located on the second floor level which requires site grading and retaining walls. The third lunch shelter will be located on the ground level adjacent to the new Performing Arts Building in the area that is currently designated for landscape.
 - c. The estimate does include palm tree planters or 24" high raised stage as shown on EDENCO's sketches.
 - d. Construction Budget:
 - i. The total construction budget is based on the available information and possible issues that may arise with a renovation type project. We have included contingencies to allow for some unforeseen conditions that may be found on site.
 - ii. The total construction cost budget for the above scope plus contingency is \$ 1,092,127.
 - iii. The total soft cost for the project including contingency is \$339,053.

Mr. John G. Forney
Fee Proposal for Architectural/Engineering Services
Lunch Shelters
Capistrano Valley High School
January 24, 2013
Page 2

iv. The total project budget would therefore be **\$ 1,432,101.**

The scope as described does not include any additional work that DSA may decide to add.

Please do not hesitate to contact me if you have any questions.

Sincerely,



ELIZABETH SABOL
Architect, AIA
LEED™ AP BC +C
Associate

BS:rg\12118R-mkt

Enc: Sketch by EDENCO dated September 7, 2012
Estimate of Probable Cost

cc: Robert J. Hensley, Architect, AIA, LEED™ AP, Chairman, Principal, WLC Architects, Inc.
Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.

CAPISTRANO VALLEY HS LUNCH SHELTERS
THREE PC APPROVED SHELTERS AND SITE WORK



		January 24, 2013		Estimated OPSC Funding
		Percent Factor	Percent Project	
A. ESTIMATED CONSTRUCTION (HARD) COSTS		Budgeted Amount		
1	(3) 30' x 60' PC Approved Lunch Shelters			
2	Ceiling Lights/Power @ Shade Shelter			\$ 243,000
3	Lunch Shelter Footings			\$ 64,800
4	Landscape			\$ 60,000
5	Site revisions			\$ 25,000
6	Subtotal:			\$ 10,000
7	Site Development			\$ 402,800
8	Storm Drain Boxes Tie-in			\$ 230,000
9	Retaining Wall and Seating			\$ 22,000
10	Site Lighting			\$ 194,400
11	Subtotal:			\$ 75,000
12	Available for Construction (Prime Contractor Bids)			\$ 521,400
13	Construction Estimate Contingency	5.0%	64.5%	\$ 924,200
14	Subtotal:			\$ 46,210
15	CM's or GC's General Conditions Costs	6.0%	67.8%	\$ 970,410
16	Subtotal:			\$ 55,452
17	CM's or GC's Fees	6.0%	71.6%	\$ 1,025,862
18	BID CONTINGENCY (Escalation)	1.0%		\$ 55,452
				\$ 10,813
19	TOTAL ESTIMATED CONSTRUCTION COST:	76.3%		\$ 1,092,127

B. ESTIMATED PROJECT (SOFT) COSTS

20	Site Surveys / Topos	lump sum	\$ -	\$ -
21	Site Geotech / Soil Borings	lump sum	\$ -	\$ -
22	Furniture, Fixtures, Equipment (FFE) Allowance	lump sum	\$ -	\$ -
23	Architect/Engineer Fees	10.99%	\$ 120,000	\$ -
24	Construction Manager	10.99%	\$ 120,000	\$ -
25	DSA Plancheck Fees	0.83%	\$ 9,053	\$ -
26	CDE Project Review Fees	0.07%	\$ -	\$ -
27	DTSC/HAZMAT Environmental Consultant/Fees	0.35%	\$ -	\$ -
28	CEQA Consultant	1.00%	\$ -	\$ -
29	Utility City/County Fees & Inspections	lump sum	\$ -	\$ -
30	DSA Inspector of Record	6.87%	\$ 75,000	\$ -
31	Special Inspection + Materials Testing		\$ -	\$ -
32	Labor Compliance Program Administration		\$ -	\$ -
33	Bidding / Reimbursable	0.46%	\$ 5,000	\$ -
34	Subtotal:		\$ 329,053	\$ -
35	PROJECT CONTINGENCY (District reserve added cost)	1.00%	\$ 10,921	\$ -
36	TOTAL ESTIMATED SOFT COST:	23.7%	\$ 339,974	

C. TOTAL ESTIMATED PROJECT BUDGET:

\$ 1,432,101

D. PROJECT ELIGIBILITY (OPSC APPROVED):

\$ -

E. DISTRICT LOCAL FUNDING:

\$ 1,432,101

F. TOTAL AVAILABLE FUNDING:

\$ 1,432,101

PREPARED BY ARCHITECT:

APPROVED BY DISTRICT:

X

X

THEATER

PERFORMING ARTS
THEATRE

PLANTER
TREE

RAISED
STAGE

24' x 96' WALL

30' x 60' LUNCH
PAVILION - COVERED
CAPO-LUNCH PAVILION
SCHEME "A" 1"=30' 9/7/12



EXHIBIT "F"

ARCHITECTURAL FEE SCHEDULE – Basic Services

- A.** Basic Services Fee: The total fee for Basic Services is \$120,000.00
- B.** Additional specialty consultants as indicated in Exhibit G: The Total fee for additional specialty consultants (if any) is \$ Included
- C.** Total Fee (Basic Services + Special Consultants) \$ 120,000.00
- D.** The ARCHITECT's fee schedule for additional hourly services as approved by the DISTRICT is included in Exhibit G.
- E.** All of the payments referenced above are subject to retention pursuant to Articles 7.2.1. and 7.2.2. of the Agreement.

Exhibit F
Architect's Fee Schedule—Basic Services

**EXHIBIT "G"****ARCHITECT'S FEE SCHEDULE - Additional Services****Additional Specialty Consultants Total Fees (if applicable):**

Total Lump Sum Fee for Specialty Consultants \$ Included

Hourly rate for additional services:

<i>Personnel Classification</i>	<i>Hourly Rate</i>
Principal	\$210
Project Manager/Director.....	\$185
Project Designer	\$170
Project Architect	\$170
Senior Drafter	\$145
Drafter.....	\$95
Clerical.....	\$75
Clerical Specification.....	\$75
Construction Administration.....	\$85

The rates set forth in this Schedule "G" shall be valid and not increased during the life of this Agreement.

Exhibit G
Architect's Fee – Additional Services

2013 - 2016
INTERNET NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, is hereby entered into 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 Internet access and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2013, and ending on June 30, 2016, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 1.0 of this AGREEMENT a total amount not to exceed Two hundred thirty-four thousand dollars (\$234,000.00). Reimbursement for services will be based on the

actual expenses incurred by SUPERINTENDENT in providing Internet

access. The amounts listed below are estimated charges to the SUPERINTENDENT for fiscal year 2013 - 2014, fiscal year 2014 - 2015

and fiscal year 2015 - 2016 and are based on the type, level, and number of services provided to DISTRICT. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network that result from rate changes. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from SUPERINTENDENT. Charges per shall be as follows:

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
<u>ANNUAL FEES</u>		
1.	\$ <u>78,000.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>1 GIG</u> .
TOTAL FEES:		<u>\$78,000.00</u>

4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance for Internet access 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.

5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or

1 principal and agent, between SUPERINTENDENT and DISTRICT.
2 SUPERINTENDENT assumes the responsibility for the acts of its
3 employees or agents as they relate to the services to be provided.
4 SUPERINTENDENT, its officers, agents, and employees, shall not be
5 entitled to any rights, and/or privileges of DISTRICT'S employees
6 and shall not be considered in any manner to be DISTRICT'S
7 employees.

8 6.0 HOLD HARMLESS.

9 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
10 harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from every claim or demand and every liability loss,
12 damage, or expense of any nature whatsoever which may be incurred by
13 reason of any negligent acts or omissions of employees, agents or
14 officers of SUPERINTENDENT or the Orange County Board of Education
15 during the period of this AGREEMENT.

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from every claim or demand and
19 every liability, loss, damage, or expense of any nature whatsoever
20 which may be incurred by reason of any negligent acts or omissions
21 of employees, agents or officers of DISTRICT during the period of
22 this AGREEMENT.

23 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
24 they will not engage in unlawful discrimination of persons because
25 of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

1 8.0 APPLICABLE LAW. The services completed herein must meet the
2 approval of the DISTRICT'S general right of inspection to secure the
3 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
4 to comply with all federal, state and local laws, rules, regulations
5 and ordinances that are now or may in the future become applicable
6 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
7 engaged in operations covered by this AGREEMENT or occurring out of
8 the performance of such operations.

9 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
10 AGREEMENT or the performance of any of the services set forth in
11 this AGREEMENT without prior written approval of the non-assigning
12 party.

13 10.0 TERMINATION. This AGREEMENT may be terminated by
14 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
15 sixty (60) days prior written notice to the other party.

16 11.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by the
20 SUPERINTENDENT. Failure to abide with conditions of this policy
21 could result in the termination of this AGREEMENT.

22 12.0 NOTICES. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: i) Personal service, or ii) U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or, if mailed, on the third (3rd) day after
2 deposit in any U.S. Post Office. The address to which notices or
3 demands may be given by either party may be changed by written
4 notice given in accordance with the notice provisions of this
5 section. As of the date of this AGREEMENT the addresses of the
6 parties are as follows:

7 DISTRICT: Capistrano Unified School District
 33122 Valle Road
8 San Juan Capistrano, California 92675
 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
 P. O. Box 9050
11 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

12
13 13.0 SEVERABILITY. If any term, condition or provision of this
14 AGREEMENT is held by a court of competent jurisdiction to be
15 invalid, void, or unenforceable, the remaining provisions will
16 nevertheless continue in full force and effect and shall not be
17 affected, impaired or invalidated in any way.

18 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
19 shall be governed by the laws of the State of California, with venue
20 in Orange County, California.

21 ////

22 ////

23 ////

24 ////

25 ////

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: _____
 Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: _____

10
11
12 CUSD-Internet (39025) 2013-2016
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Service Agreement

Sales Number: 75038
Sales Rep: Joanne Plumeri

Sales Phone: 949-546-2816
Sales Fax: 949-546-3816

CUSTOMER INFORMATION

Company Name: CUSD MetroE DO to OCDE
Doing Business As:
Service Address: 33122 VALLE RD
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675
Company ID#: 47849

AUTHORIZED CUSTOMER CONTACT INFORMATION

Name: Dr. Susan Holliday
Title: Director Education Technology
Bus. Phone: 949-234-9463
Cell Phone:
Business Fax:
E-Mail Address:

BILLING INFORMATION (if different from service address)

Billing Name:
Billing Address: 33122 VALLE RD
City/State/Zip: SAN JUAN CAPISTRANO, CA - 92675

ADDITIONAL AUTHORIZED CUSTOMER CONTACTS

Name: Gabe Salinas
Phone: 949-234-5511

Type	Service	Qty	Term Mo.	Unit Price	(MRC) Monthly Recurring Charge	(NRC) Non Recurring/One Time Activation & Set-Up Fees	Waived NRC
	Metro Ethernet	2	36	0.00	0.00	0.00	0.00
	- Locations: 33122 VALLE RD (Metro E EVC),(Metro E 1G - UNI), 200 KALMUS DR (Metro E EVC),(Metro E 1G - UNI),			0.00	1,350.00	0.00	1,500.00
Contract Totals:					1,350.00	0.00	

Special Conditions:

This is an upgrade addendum to the original contract with two year voluntary extension, contract end date June 30, 2016.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Authorized Customer Representative on behalf of
CUSD MetroE DO to OCDE

Signature: _____
Printed Name: _____
Title Position: _____
Date: _____

Cox Communications California, LLC; Cox California
Telcom, LLC
29947 Avenida De Las Banderas, Rancho Santa Margarita, CA 92688

Signature: _____
Printed Name: _____
Title Position: _____
Date: _____



Verizon Wireless has a great pricing estimate for CAPISTRANO UNIFIED SCHOOL DISTRICT

Dear CAPISTRANO UNIFIED SCHOOL DISTRICT,

Verizon Wireless is pleased to submit our response to your Request for Proposal. Verizon Wireless offers the most extensive and the most reliable cellular networks in the country, as well as the nation's most reliable high-speed wireless broadband network. We offer innovative choices for wireless services, including voice, data, messaging, Internet access, e-mail, and e-commerce services, as well as custom solutions.

Please be advised that Verizon Wireless participates under the Western States Contracting Alliance (WSCA) Contract for Services #1907 ("the Agreement"). The WSCA pricing, terms and conditions negotiated on behalf of the member states and political subdivisions enable Verizon Wireless to offer you the lowest possible prices for cellular services. All terms and conditions will be governed by the WSCA Master Agreement and the Participating Addendum. The WSCA Agreement, Addenda and Attachments can be found on AboutWSCA.Org site for your review. The current Agreement includes the following:

- Monthly access discount for agency-responsible lines on select calling plans with a monthly access charge of \$34.99 or more;
- Equipment discounts at the highest attainment tier;
- No early termination or activation fees on government liable lines;
- 25% discount off the retail price of accessories;
- Current Term: April 16, 2012 through October 31, 2016

Please be aware, this quote does not incorporate or include any other prior written or oral communications, materials, documents, representations, or presentations of any kind. No part of this quote may be modified unless done so in writing and signed by an authorized representative of Verizon Wireless. This quote is valid for thirty (30) days, unless otherwise agreed upon between the Agency and Verizon Wireless.

We look forward to your favorable review of our proposal. Should you have any questions or need further clarification on any aspect of this offer, please contact me by e-mail or at the phone number listed below.

The terms of this quote are valid through 03/01/2013.

Sincerely,

SHARI WEST
shari.west@verizonwireless.com
714-290-5706
GOVERNMENT ACCOUNT EXECUTIVE
Fax # (949)286-5332

Please see page 2 for important customer information. This information is for estimating purposes only. Accessory discount rates are subject to change without notice. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply. ©2012 Verizon Wireless.



Verizon Wireless has a great pricing estimate for CAPISTRANO UNIFIED SCHOOL DISTRICT

Here's a summary of your estimate:

One-Time Charges (Equipment, Accessories & Credits)*	\$9,999.50
Monthly Recurring Charges (Voice/Data Plans & Addl. Services)	\$3,349.00
Total Lines	250

The following pages contain a detailed breakdown of your Verizon Wireless discounts on the products and services summarized above.

If you have any questions regarding this estimate, or if you would like additional information about Verizon Wireless solutions, please feel free to contact me. I look forward to working with you to fulfill your wireless communication needs.

Sincerely,

SHARI WEST
shari.west@verizonwireless.com
714-290-5706
GOVERNMENT ACCOUNT EXECUTIVE
Fax # (949)286-5332

*Equipment price estimates may be based on individual line term agreements of 12 months, see the equipment summary page for more information.

Our Surcharges (incl. Fed. Univ. Svc. of 17.5% of interstate & int'l telecom charges (varies quarterly), 16¢ Regulatory & 99¢ Administrative/line/mo., & others by area) are not taxes (details: 1-888-684-1888); gov't taxes & our surcharges could add 7% - 41% to your bill. Equipment and Accessory pricing is subject to applicable state and local sales tax. Subject to the Western States Contract Alliance calling plan terms and conditions. Available only on the State or local government responsible lines. In CA, equipment is taxed on the pre-discounted retail price. Activation fee/line: \$35. Up to \$175 early termination fee (\$350 for advanced devices) & add'l charges for extra minutes & data sent/received. Offers & coverage, varying by service, not available everywhere; see vzw.com. ©2012 Verizon Wireless.

IMPORTANT CONSUMER INFORMATION: Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Pricing and discounts described herein are available to business customers signing a Western States Contract Alliance Agreement. Equipment is subject to availability. All services are subject to the State of California Wireless Services Agreement and calling plan and features selected for each line of service. RESELLING OF VERIZON WIRELESS SERVICES IS PROHIBITED. No changes can be made to this document.

Please see page 2 for important customer information. This information is for estimating purposes only. Accessory discount rates are subject to change without notice. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply. © 2012 Verizon Wireless.



Verizon Wireless Service Estimate

CAPISTRANO UNIFIED SCHOOL DISTRICT

Department: 1

MONTHLY RECURRING CHARGES:

Custom Service Plans

Plan	Anytime Minutes	Overage Rate(min)	Data Allowance	Overage Rate(data)	Discounted Monthly Access	Number of Lines	Total Price
WSCA CA CUSTOM RATE PLANS	-	.06 per minute	-	-	\$0.00	200	\$0.00
WSCA CA CUSTOM RATE PLANS DATA		-	Unlimited 4G	n/a	\$37.99	50	\$1,899.50
Total Voice & Data Service Plans							\$1,899.50

Other Services & Features

Feature (Added to a qualifying calling plan)	Access	Number of Lines	Total Price
CA WSCA CUSTOM FEATURES	\$0.00	200	\$0.00
WSCA CA - 100 Text Messages	\$0.00	200	\$0.00
WSCA CA - Unlimited Email Smartphone \$24.99	\$24.99	50	\$1,249.50
Push to Talk \$10.00	\$10.00	20	\$200.00
Total Data Features			\$1,449.50

Total Monthly Charges	\$3,349.00
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Please see page 2 for important customer information. This information is for estimating purposes only. Accessory discount rates are subject to change without notice. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply. ©2012 Verizon Wireless.



Verizon Wireless Service Estimate

CAPISTRANO UNIFIED SCHOOL DISTRICT

Department: 1

ONE TIME CHARGES:

Equipment

Product	Retail Price	Discounted Price per Device	Additional Discount	Number of Lines	Sales Tax	Price
Apple Apple iPhone 5 16GB (MD654LL)	\$649.99	\$199.99	\$0.00	50	n/a	\$9,999.50
VZW VZW Jetpack 4G LTE Mobile Hotspot MiFi 4620L	\$269.99	\$99.99	\$99.99	50	n/a	FREE*
Casio CASIO GZ1 Ravine 2 (C781)	\$319.99	\$179.99	\$179.99	150	n/a	FREE*
Total Equipment Charges						\$9,999.50

* Price shown after additional discount(s)

New 1-year line term required

Total One Time Charges	\$9,999.50
-------------------------------	-------------------

Equipment and Accessory purchases are subject to applicable sales tax

Please see page 2 for important customer information. This information is for estimating purposes only. Accessory discount rates are subject to change without notice. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees, and surcharges apply. ©2012 Verizon Wireless.

February 1, 2013

Mr. Richard Meadors
Capistrano USD
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Dear Richard,

Enclosed with this letter is your Fiscal Year 13-14 Support Contract with **QSS**, an invoice for support costs, and other reminders and forms. Please refer to Appendix A of the Support Contract for a list of software modules you have covered by support.

We have been asked by many customers to provide our support contract renewal and rate adjustments earlier in the budget cycle to help with budget development and planning.

The following information is important for you to review:

- Support fees for next fiscal year have been adjusted to reflect the increased costs required for providing support. This adjustment is required to maintain service based on the cost of operations for FY13 and projected operating expenses and revenues for FY14.
- We are offering the following schedule of pre-payment discounts so you can achieve the greatest possible savings. The pre-payment discount schedule for FY14:

4% Discount	Full annual payment must be <u>postmarked and mailed</u> no later than <u>Thursday, February 28, 2013</u> .
3% Discount	Full annual payment must be <u>postmarked and mailed</u> between <u>Friday March 1, 2013 and Friday, March 29, 2013</u> .
2% Discount	Full annual payment must be <u>postmarked and mailed</u> between <u>Monday April 1, 2013 and Friday, May 10, 2013</u> .
1% discount	Full annual payment must be <u>postmarked and mailed</u> between <u>Monday, May 13, 2013 and Friday, July 12, 2013</u> .

Out of fairness to all QSS customers, we can make no exceptions to this policy.

Mr. Richard Meadors
Capistrano USD

February 1, 2013

Page 2

- We are continuing support for Financial Companion at the 50% rate (\$35/copy) in effect since FY'08. We will continue to support Financial Companion until all features are included in the base QCC feature set.
- **QSS** has made several announcements about our plans regarding migration at the QSS Users Group annual conferences and at seminars offered by both **QSS** and the users group. You are also invited and encouraged to attend future company seminars on the migration plan as they are announced.
- Your Appendix A contains the same products and modules and the same level of support as the current year's contract. Your contract may also have been adjusted to reflect changes in software modules you acquired during the year, or changes in your student enrollment as reported to your state's educational agency which may result in a tier adjustment. Please contact **QSS** as soon as possible if you wish to change either the level of support, or the products under support. There is a support reply form enclosed which should be used to request changes.
- **QSS** now provides all software updates electronically under the terms of your support contract. For **California** customers: there is no sales tax for optional software support contracts if all software updates are electronically provided, therefore **your FY 14 support contract invoice is entirely non-taxable.**

If you have any questions about your Support Contract, or about the products covered in Appendix A, please do not hesitate to call me at 650-598-9500 x608, or e-mail me at duane@qss.com.

We thank you very much for your business and support this year, and all of us at **QSS** look forward to working with you next fiscal year!

Sincerely,



Duane Percox
Senior Partner

enc: Support Reply Form
FY 14 Support Contract / Appendix A (2 signed copies)
Invoice for Support Contract
Early Payment Discount Schedule
Contract Processing Guide

July 1, 2013

To Whom It May Concern:

This letter is to confirm that the products QSS/OASIS, SCHOOL/3000, and STUDENT/3000 are sole source products sold, distributed and supported exclusively by **Quintessential School Systems**.

These products are owned entirely by **Quintessential School Systems**.

The software is copyright protected and is also protected under applicable trade secrets law. This copyright, and trade secrets within the software, precludes other companies or organizations, public or private, from offering support services of these products without license from **Quintessential School Systems**.

There are no other agents or dealers licensed or authorized to sell, distribute or support these products. Further, these products, as well as support for them, must be purchased directly from **Quintessential School Systems**.

If you desire additional information, please contact me by phone at 650-598-9500 x608, or email at duane@qss.com.

Sincerely,



Duane Percox
Senior Partner
Chief Operating Officer

QUINTESSENTIAL SCHOOL SYSTEMS

Services and Support Agreement (FY 13-14)

This Agreement is made by and among **Quintessential School Systems**, a California corporation, hereinafter called **QSS**; and **Capistrano USD**, hereinafter called Customer.

A. Nature of Services

A1. **QSS** agrees to make available professional consulting services for answering questions arising from the use of **QSS** products, and for resolution of problems which may occur due to malfunction of **QSS** products.

A2. **QSS** agrees to correct errors or malfunctions **QSS** software products for which the Customer holds a valid Product License currently in effect when such error or malfunction occurs and is reported during the term of this Agreement.

A3. **QSS** agrees to make available professional consulting and programming staff for the enhancement and extension of **QSS** software products for which Customer has a valid Product License, or for the development of new software systems.

A4. **QSS** agrees to make available professional for training Customer's users on the operation and management of **QSS** software at either the Customer's site or at the offices of **QSS**.

A5. **QSS** agrees to provide Customer a copy transmitted electronically from **QSS** computers to Customer computer of all enhancements, improvements, or corrections made to any **QSS** software product for which the Customer has a valid Product License in effect.

A6. **QSS** agrees to update the products covered under this Agreement to comply with all State and Federally mandated changes caused by State and Federal Agencies' actions during the period of the Agreement. This service is included within the annual support fee and shall not entitle **QSS** to additional compensation.

For the Customer to be entitled to any specific product modification under the terms of this paragraph (A6.), it shall be the Customer's responsibility to submit a letter of request to **QSS**, clearly stating each change required along with documentation of the mandating authority. All such requests must be received by **QSS** no later than sixty (60) days prior to the expiration of this Agreement.

B. Obligations of Quintessential School Systems

B1. If Customer elects full support, **QSS** guarantees to have professional staff available for support from 8:30AM until 5:30PM, Monday through Friday (Pacific Standard or Daylight Time), except on legal holidays at **QSS**.

B2. If Customer elects full support, **QSS** guarantees to have professional staff available for emergency support between the hours of 5:30PM and 8:30AM on weekdays, twenty-four (24) hours per day on Saturday and Sunday, 365 days per year. Fees for emergency support shall be at the rate established in Appendix A of this Agreement.

B3. In the event that Customer elects full support and identifies and reports an error or malfunction of significant impact which cannot be corrected through remote advice from **QSS** offices or through remote diagnostic and correction procedures, **QSS** shall provide onsite staff within a time period not to exceed thirty-six (36) hours. If Customer desires quicker response and **QSS** has the resources available, Customer may elect to pay a quick onsite response fee established in Appendix A of this Agreement, in which case **QSS** shall respond in less than twenty-four (24) hours. Travel time and incurred travel expenses will be charged to the Customer at the rates established in Appendix A of this Agreement.

B4. **QSS** will maintain staff familiar with **QSS** software products for the timely correction of errors or malfunctions in **QSS** software products. **QSS** may apply the correction through the next scheduled release; or, through emergency release by means of electronic transfer only from **QSS** computers to Customer's computer, or through direct correction of the problem on the Customer system if such error or malfunction seriously impedes Customer's operation or causes Customer financial loss, providing Customer has elected full support.

B5. **QSS** will provide a periodic release available for transmission electronically from **QSS** computers to Customer's computer at least semiannually containing corrections, adjustments, and enhancements of software products for which Customer holds a valid Product License and which **QSS** has scheduled for release to the Customer base. Unless Customer contracts with **QSS** for onsite release implementation, **QSS'** responsibility for such implementation is limited to providing instructions and guidance for implementation of these releases. Such releases, once implemented, will be covered under this Agreement in the same manner and with the same limitations as the original software product.

B6. Software modified specifically for the Customer, whether by **QSS** or their agents, is excluded from coverage under this Agreement unless specifically stated in the modification Agreement.

B7. Releases of software products under this Agreement will include software in executable form, detail descriptions of the errors and their resolutions, and descriptions for all enhancements or modifications with updates of user and technical documentation. In addition, if Customer has purchased or received source code of **QSS** product, source code of the updates will also be supplied. All releases will be available only by means of electronic transfer from **QSS** computers to Customer's computer.

B8. Consulting, programming, and training beyond the support provided in this Section B. shall be available as requested by, and negotiated with, each Customer. **QSS** guarantees that rates for such services will not exceed those established in Appendix A of this Agreement.

B9. **QSS** will maintain a Secure Support Area website for purposes of providing a support forum for Customer's questions, problems and other support communication.

B10. If Customer elects **software release support** only, **QSS'** obligations are limited to providing Customer with system adjustments, corrections, and enhancements, along with necessary notes and documentation to allow the Customer to install such releases. **Software release support** specifically excludes those services offered to full support Customer as described in paragraphs B1, B2, and B3 of Section B of this Agreement. Furthermore, **Software release support** specifically excludes emergency releases and direct correction of problems on the Customers system, as described in B4 of Section B of this Agreement. All releases will be available only by means of electronic transfer from **QSS** computers to Customer's computer.

C. Obligations of Customer

C1. The Customer shall provide **QSS** with timely access to their computer, and the use of all information and facilities determined necessary by **QSS** to support Customer's software products. This includes access to the computer over the Internet in compliance with the provisions of Section 13 in Appendix A. The Customer shall also maintain readily available access to the QSS Secure Support Area website for purposes of posting questions, problems and other support communication, including uploading of supporting documentation related to reported problems or questions, as well as receiving answers from **QSS** to Customer initiated postings.

C2. All associated system hardware and firmware must be maintained at the latest required code revision level.

C3. The Customer is responsible for maintaining a procedure external to the software product for reconstruction of loss or altered files, data, or programs.

C4. The Customer shall follow routine operator procedures as specified in the operating manuals for the software and hardware products.

C5. The Customer shall make every good faith effort within their capabilities to provide **QSS** accurate, complete information regarding problems, inquiries, or enhancements serviced under this Agreement. This information should include: Job Control listings (JCL) for all jobs run; an exact account of error messages displayed on the console; appropriate samples of **QSS** reports including annotations and comments about the question or problem; appropriate printouts of **QSS** screen displays including annotations and comments about the question or problem; and to utilize **QSS** customer procedures for reporting these items whenever possible. Customer agrees that the primary means of providing information described in this section shall be through the **QSS** provided Secure Support Area website.

C6. Customer shall designate one individual and one alternate to serve as primary contacts for all support matters.

C7. The Customer shall remit charges within thirty (30) days of receipt of invoices, and further agrees to pay a 1.0% per month late payment charge for invoices that are past due.

C8. The Customer agrees not to disclose to other individuals or organizations the content or structure of any computer software in Customer's possession which is the property of **QSS** without prior written permission of **QSS**. This includes all documentation which is provided by **QSS** or obtained from third-party sources, regardless of the format in which is provided.

C9. The Customer agrees to abide by the terms and conditions of the Software Product License pursuant to which Customer originally obtained and presently operates the software.

C10. Customer understands and accepts that **QSS** releases software to the Customer only by means of electronic transfer from **QSS** computers to Customer computer. Such electronic transfer of software and other support related material shall occur through internet access between **QSS** and Customer, as further defined in Section 13 (Internet Access) of Appendix A of this Agreement.

D. Termination of Contract

D1. Termination of the Agreement before the agreed upon expiration date may only be effected for just cause.

D2. Upon failure by **QSS** or the Customer to meet obligations under this Agreement, either party may at their option, with thirty (30) days written notice to the other party, terminate this Agreement. If **QSS** terminates the contract, charges will be pro-rated based on hours expended on Customer's behalf during the term of the Agreement at the rate of One Hundred Seventy Five (\$175.00) dollars per hour. If the Customer terminates the Agreement, **QSS** shall not be liable for return of any fees or penalties arriving out of the termination.

E. Hold Harmless

QSS agrees to hold harmless and indemnify the Customer for:

Any injury to person or property sustained by **QSS** or by any person, firm, or corporation employed directly or indirectly by **QSS** or by any of the individuals participating in or associated with **QSS**, however caused; and further, any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission, of **QSS**, or of any person, firm, or corporation directly or indirectly employed by **QSS** upon or in connection with this Agreement, or of any of the participants arising out of or in the course of the term of this Agreement, and **QSS**, at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be instituted against the Customer for any such claim or demand, and pay or satisfy any judgment that may be rendered against the Customer in any such action, suit, or legal proceedings or result thereof.

Nothing herein provided shall be construed to require **QSS** to hold harmless and indemnify the Customer for liabilities or damages resulting from the negligence or willful act, or omission of the Customer or its officers, agents, or employees.

F. Covered Application Software Systems and Packages

Reference Appendix A attached.

G. Terms of Agreement

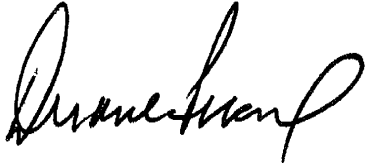
G1. This Agreement is for twelve (12) months commencing on July 1, 2013 and expiring on June 30, 2014.

G2. Payment for full support or release support shall be made within thirty (30) days of commencement of this Agreement. Additionally, all other invoices for consulting, programming, training, emergency response, charges for travel time and expenses, and other miscellaneous charges incurred on behalf of the Customer will also be remitted within thirty (30) days of receipt of invoice for said charges.

G3. Customer has read this Agreement in full, and understands and recognizes the limited nature of the services to be provided by full support or by tape release support.

Quintessential School Systems

Duane Percox, Chief Operating Officer
Name / Title



Signature

February 1, 2013
Date

Capistrano USD

Name/Title

Signature

Date

**Quintessential School Systems
Support Contract - FY 13-14
Appendix A**

1. Full Service and Software Release Support

Prices quoted are for a single annual payment. Semi-annual payment will incur a 4% surcharge, and quarterly payment will incur a 7% surcharge.

Multi-district processing surcharge is 20%.

Please also refer to Section 14, Enrollment-Based Support Tiers, in Appendix A.

2. Software Release Only Support Contract

Charged at sixty percent (60%) of Full Service and Support Release Contract rates.

3. Emergency Support for Customers on Full Support

Covers support requests after hours, Saturday, Sunday. Emergency support is available 365 days/year. \$375.00 for first hour of support and each hour thereafter until regular support hours resume on next **QSS** workday. Minimum one hour charge, prorated thereafter in 15 minute intervals (\$93.75 per 15 minute interval).

4. Emergency On-Site Support for Customers on Full Support

Covers requests for **QSS** staff to travel onsite within 24 hours of request for emergency support purposes. \$750.00 flat fee for response plus \$187.50/hour travel time and onsite time, plus travel expenses.

5. Training/Consulting Charges at Customer Facility - full day

\$1,500 per day plus travel expenses. Full day charge is required for customers more than 50 miles from trainer/consultant's office.

6. Training/Consulting Charges at Customer Facility - half-day

\$900 per half-day plus travel expenses. Half-day training/consulting is available for customers within 50 miles of trainer/consultant's office.

7. Shared On-Site Customer Training

A Customer may contract for on-site training with more than one customer participating in that training situation under the following circumstances:

- 7.1. The total number of trainees will be limited to a maximum of 30 participants.

Quintessential School Systems
Support Contract - FY 13-14
Appendix A

- 7.2. For training on a topic similar to an advertised **QSS** seminar, the cost will be the normal on-site daily training rate for the sponsoring customer, plus the normal per-person seminar tuition for each participant from other customers.

Current pricing for the sponsoring agency is \$1,500 per day plus travel expenses, plus \$250 per person for participants from any other agencies. Charges for each agency will be billed separately.

- 7.3. For training that does not overlap content with an existing scheduled **QSS** seminar, the cost will be the normal on-site daily training rate for the sponsoring customer, plus half the normal on-site daily training rate for each additional participating agency. Current pricing is \$1,500 for the first customer and \$750 for each additional customer, per day, plus travel expenses. All charges will be billed on a single invoice to the sponsoring customer. Half-day rates will apply when appropriate
- 7.4. A licensed county office of education customer may invite participation from any school district or community college within its county, regardless of the license status of the district (licensed **QSS** customer or not), without incurring additional training cost. Such situations are specifically exempted from fees for shared on-site customer training.
- 7.5. Exceptions to these policies must be negotiated with **QSS** in advance on an individual event basis.

8. Individual Customer Training/Consulting at QSS offices

Charges for training/consulting at **QSS** offices shall be dependent on duration of training, subject matter, and number of participants, and shall be negotiated with customer upon request.

9. Online Consulting (Webinar / GoToMeeting) for Customer

\$200 per hour with a 2-hour minimum.

10. QSS-Sponsored Seminars

\$250 per registrant

11. Programming Charges

Applies to services not covered by support contracts. \$175/hour, or as negotiated with customer for longer term projects. See also Section 12 below.

Quintessential School Systems
Support Contract - FY 13-14
Appendix A

12. Dedicated Programmer Resources

Dedicated programmer assigned exclusively to projects and tasks as determined and directed by customer. All management and office support by **QSS** for the dedicated resource is included. Dedicated programmer contracts are billed at a fixed hourly rate for "time on the job". Please refer to Section 15, Dedicated Programming Resource Rates, in Appendix A for FY14 rates.

13. Internet Access

Your support contract provides that **QSS** will access your QSS/OASIS server(s) when necessary to diagnose and resolve problems. Such access is provided by Internet connectivity between our network and your network. This provides the most efficient, reliable and least costly manner of access, and brings about quicker resolution of problems. **QSS** will work with your staff to provide our TCP/IP address and port numbers which we use so that you may provide secure access to your network through the Internet.

Please note that Internet access which requires that a VPN client be run from a **QSS** workstation accessing your QSS/OASIS server(s) is not supported, and may also incur a surcharge. VPN solutions which do not require a workstation VPN client may be acceptable. Please contact your Account Manager if you need to provide access to **QSS** through a VPN connection so we may discuss your technical requirements, as well as those of **QSS**.

14. Enrollment-Based Support Tiers

<u>Tier</u>	<u>Multi-District Organizations County Offices of Education</u>	<u>Single District</u>
1	1 to 1,500	1 to 1,500
2	1,501 to 3,000	1,501 to 3,000
3	3,001 to 7,000	3,001 to 7,000
4	7,001 to 13,000	7,001 to 13,000
5	13,001 to 25,000	13,001 to 25,000
6	25,001 to 100,000	25,001 to 40,000
7	100,001 to 200,000	40,001 to 80,000
8	200,001 and up	80,001 and up

Quintessential School Systems
Support Contract - FY 13-14
Appendix A

15. Dedicated Programming Resource Rates

Dedicated Resource FTE	Total Hours Worked	FY14 Renewals on existing DR Contracts		FY14 First Time DR Contracts	
		Hourly Rate	Total Cost	Hourly Rate	Total Cost
1.00 FTE	1720	\$94.00	\$161,680	\$110.00	\$189,200
.75 FTE	1290	\$97.00	\$125,130	\$113.00	\$145,770
.50 FTE	860	\$102.00	\$87,720	\$119.00	\$102,340
.25 FTE	430	\$110.00	\$47,300	\$129.00	\$55,470

Special FY14 QSS Users Group Rates		
Dedicated Resource FTE	Total Hours Worked	Regular \$90/hr Rate
		Total Cost
1.00 FTE	1720	\$154,800
.75 FTE	1290	\$116,100
.50 FTE	860	\$77,400
.25 FTE	430	\$38,700

Quintessential School Systems
 Support Contract - FY 13-14
Appendix A

Client: Capistrano USD
Tier 7

FY13-14

1. Service and support Contract Charges for Covered Software.

Product / Module			Amount	
QSS/OASIS				
Core QSS/OASIS			7,952.00	
Base Financial			8,852.00	
Personnel			6,953.00	
Position Control			8,845.00	
Payroll *15% of full charge*			1,912.00	
Payroll Interface			4,692.00	
Budget Development			7,590.00	
Fixed Assets			4,500.00	
Stores / Inventory			7,642.00	
Epylon Interface				
Benefits Management			4,602.00	
Invoicing and Billing Management (IBM)			3,523.00	
Financial Companion - *drop FY08*	3	\$0.00	0.00	
Total QSS/OASIS				67,063.00

Total Product Support				67,063.00
				=====
TOTAL INVOICED SUPPORT CHARGES				67,063.00

Change Order Summary Log

CVHS Performing Arts Theater

DSA# 04-110424

Data Date 2/4/13

Description	Change Order #16	Change Order #17
Original Contract Sum	\$ 11,975,007.00	\$ 11,975,007.00
Net Change by Previous Authorized Requests and Changes	\$ 713,984.00	\$ 749,288.00
Contract Sum Prior to this Change Order	\$ 12,688,991.00	\$ 12,724,295.00
Contract Sum Will Be Increased	\$ 35,304.00	\$ 7,674.00
New Contract Sum Including this Change Order	\$ 12,724,295.00	\$ 12,731,969.00

EXECUTED OR BOARD SUBMITTED CO'S & EXECUTED WO'S
Capistrano Valley High School Performing Arts Theater
RESPONSIBILITY CODE LOG
 Data Date 1/29/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,724,295.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$513,099.00	\$0.00	4.28%
Errors and Omissions	2	\$91,941.00	\$0.00	0.77%
Value Enhancement	3	\$242,705.00	\$0.00	2.03%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$98,457.00)	\$0.00	-0.82%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$749,288.00	\$0.00	6.26%
Percent Change		\$749,288.00	0.00%	6.26%

WO = Work Order
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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/M)	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				
	WO	25	01/19/12	Bulletin #1 DSA Approved Drawings		\$11,505.00	1		S	Change Order #1	N	09/10/12	

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

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

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 1/29/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00 \$749,288.00
 TOTAL CURRENT CONTRACT VALUE: \$12,724,295.00 \$12,724,295.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$513,099.00	\$0.00	4.28%
Errors and Omissions	2	\$91,941.00	\$0.00	0.77%
Value Enhancement	3	\$242,705.00	\$0.00	2.03%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$98,457.00)	\$0.00	-0.82%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$749,288.00	\$0.00	6.26%
Percent Change		\$749,288.00	0.00%	6.26%

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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/N)	DATE SUBMITTED	DATE APPROVED
Change Order #7	WO	26	02/22/12	Nelson Studs and Low Block Walls		\$12,112.00	2		S				
	WO	27	03/22/12	RFI #2, #3 Changes and Pullbox Credit		\$10,143.00	2		S				
	WO	28	03/22/12	Revised Fire Sprinkler Calcs		\$924.00	1		S				
	WO	29	03/30/12	Embeds and Connection Details		\$3,373.00	1		S				
Change Order #8	WO	30	03/30/12	Borded 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				
Change Order #9	WO	34	04/25/12	Window Types O and N		\$9,973.00	2		S				
	WO	35	04/25/12	Incliment Weather Delay April 13		\$0.00	8		S				
	WO	36	05/16/12	Bulletin 2 Changes		\$16,976.00	2		S				
	WO	37	05/16/12	Incliment Weather Delay 4/26 & 5/3		\$0.00	8		S				
Change Order #10	WO	38	05/16/12	Stainless Steel Cable Railing		\$18,711.00	3		S				
	WO	39	05/16/12	Additional DSA Requirements		\$4,047.00	1		S				
	WO	40	05/23/12	RFI reconciliation Meeting 5/18/12		\$8,670.00	3		S	Change Order #1	N	09/10/12	
	WO	41	06/21/12	Temp Fence and Pedestrian Walkway		\$4,546.00	3		S				
Change Order #11	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 #12	WO	46	07/26/12	Steel Connection and Relocation		\$20,010.00	3		S				
	WO	47	07/26/12	Sliding Glass Window RFI 243 & 253		\$13,294.00	3		S				
	WO	48	08/08/12	Bulletin #3R-4 Marlite System		\$24,532.00	3		S				
	WO	49	08/08/12	Roof Drains, C-Channel, Plaster		\$12,289.00	3		S				
Change Order #13	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				
	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				
Change Order #14	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 #15	WO	58	09/12/12	Instrument Credit, Rigging, RFI 321		\$4,297.00	1		S				

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

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 1/29/2013

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 TOTAL CURRENT CONTRACT VALUE: \$12,724,295.00 \$12,724,295.00

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Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$749,288.00	\$0.00	6.26%
Percent Change		\$749,288.00	0.00%	6.26%

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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/N)	DATE SUBMITTED	DATE APPROVED
Change Order #14	WO	59	10/10/12	RFI's 206, 319, 328, & 338		\$21,512.00	1		S				
	WO	60	10/10/12	RFI 334, 344, 357, 331, 363, B 17R1		\$19,048.00	1		S				
	WO	61	10/10/12	RFI 342, FCD 73		\$23,160.00	1		S				
	WO	62	10/10/12	Bulletin #19		\$13,560.00	1		S				
	WO	63	10/10/12	RFI 351 and Skylight Openings		\$13,710.00	1		S				
	WO	64	10/17/12	Completion Date Extension		\$0.00	8		S				
	WO	65	11/02/12	RFI 369, Bulletin 20R1, 21R2 and 22		\$19,599.00	3		S				
	WO	66	11/14/12	Bulletin 21R1, 23 & RFI 371		\$10,054.00	1		S				
Change Order #15	WO	67	12/04/12	RFI 382 & 383, IB 25 & 26 and Glazing		\$23,491.00	1		S				
	WO	68	12/11/12	RFI 294 & 389		\$11,567.00	1		S				
	WO	69	12/18/12	RFI 407, 400, 385, 392, CCD 5		\$21,674.00	1		S				
	WO	70	12/18/12	Donor Wall		\$12,665.00	1		S				
	WO	71	12/20/12	B 26, 27, 29, 30, RFI 381, 391, 399		\$24,734.00	1		S				
	WO	72	12/20/12	Top Rail at Low Balcony Wall		\$2,518.00	1		S				
	WO	73	01/08/13	RFI 409, Lobby, But 27, Downspouts		\$18,450.00	1		S				
	WO	74	01/08/13	Sheet Metal Roofing and Credit		\$16,728.00	1		S				
Change Order #16	WO	75	01/08/13	Fog Coat		\$7,531.00	1		S				
	WO	76	01/18/13	Landscape and Concrete Credit		(\$67,072.00)	7		S				
	WO	77	01/18/13	CCD 13, RFI 421, FCD 24		\$12,335.00	1		S				
	WO	78	01/28/13	Modify Site Drainage & E. Lobby Wall		\$23,470.00	1		S				
	WO	79	01/28/13	Concrete Curbs and Trench Drain		\$23,862.00	1		S				
	WO	80	01/28/13	Completion Date Extension		\$0.00	8		S				

*NOTE: DSA Change Orders #2 and #14 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
Contract Number: 1011-11

Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
Seattle, WA 98154

Change Order No. : 00016
Date: 1/29/2013

Title: Change Order #16

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

Item	Responsibility Code	Days	Change Amount
WO 73	Differing Conditions	0	\$18,450.00

Item 1) Pursuant to the Architect of Record's response to Request for Information #409, dated 12/12/12, additional fire sprinkler heads are necessary over the rear seating area of Theater 141 in the sloped ceiling. As such, the contractor is to provide labor and material to install 4 additional fire sprinkler heads, 2 in each area, in the rear seating sloped ceiling areas of Theater A141 to provide acceptable coverage. (Refer to Attachment "A" dated 1/3/13)

Item 2) Pursuant to a job walk, dated 12/26/12, it was determined that there was insufficient depth in the 2nd floor Lobby Mezzanine walls and the 1st floor Men's Restroom wall to finish out the j-boxes with 5/8" drywall. As such, the contractor is to provide and install 7/8" horizontal hat channel 16" off center. (Refer to Attachment "B" dated 1/3/13)

Item 3) Pursuant to a job walk, dated 12/26/12, it was determined that the electrical boxes along the Lobby, Theater, and Vestibule concrete masonry walls must be inset in order to be flush with the 5/8" drywall. (Refer to Attachment "C" dated 1/3/13)

Item 4) Pursuant to Bulletin #27, dated 11/15/12, the existing HVAC ducts, fire sprinkler piping, electrical conduit, and gas piping were required to be re-routed due to insufficient ceiling space. As such, the contractor is required to provide labor and material for the patching of the fireproofing associated with the re-routing of the aforementioned conduit and piping in the second floor East Lobby. (Refer to Attachment "D" dated 1/3/13)

Item 5) Pursuant to Request for Information #73R1 response, dated 12/28/12, the contractual drawings did not contemplate 13 downspouts. As such, the contractor is required to provide labor and material to install, prime, and paint 13 downspouts in the required areas. (Refer to Attachment "E" dated 1/3/13)

Item 6) Pursuant to a job walk, dated 12/19/12, it was determined that the Spot Booth window was not the appropriate height to avoid vision conflict with the acoustical ceiling panels. As such, the contractor is required to provide labor and material to install and decrease the height of the Spot Booth window frame so that the view of the stage is not obstructed by the acoustical ceiling panels. (Refer to Attachment "F" dated 1/3/13)

Item 7) Pursuant to a job walk, dated 1/2/13, the District has elected to prime and paint 160 lineal feet of conduit lines located outside the main electrical room. As such, the contractor is to provide labor and material to prime and paint 16, 10 foot conduit lines located outside the main electrical room. (Refer to Attachment "G" dated 1/3/13)

Item 8) Pursuant to Work Order #71 Line Item #8, dated 12/17/12, the District elected to install 7/8" plaster on two layers 5/8" gypsum board on 7/8" hat channel in lieu of the contractually required intumescent paint. As such, the District is owed a credit for the deletion of the intumescent paint for the three columns in the Lobby store front. (Refer to Attachment "H" dated 1/3/13)



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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 74	Differing Conditions	0	\$16,728.00

Item 1) Pursuant to a job walk, dated 1/2/13, the District has elected to install approximately 720 square feet of 18 gauge sheet metal wall panel along the theater roof parapet radius in lieu of the originally scoped cap sheet roofing because the bituminous roofing cannot be run higher than 6 feet vertically without voiding the manufacturer's warranty. As such, the District is owed a credit for the deletion of the cap sheet roofing and the contractor is required to install approximately 720 square feet of 18 gauge sheet metal wall panel to match existing. (Refer to Attachment "A" dated 1/3/13)

Item 2) Pursuant to a job walk, dated 1/2/13, the contractual drawings did not contemplate a metal framing infill along the roof parapet along grid line A.5. As such, The contractor is to provide approximately 40'x4' of metal wall panel with 18 gauge infill studs to match the existing roof parapet. (Refer to Attachment "B" dated 1/3/13)

WO 75	Differing Conditions	0	\$7,531.00
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Pursuant to the Owner's Meeting, dated 1/2/13, the District has elected to fog coat approximately 1592 square feet of the previously plastered areas in Area A in order to enhance the finished product, (Refer to Attachment "A" dated 1/3/13). As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

WO 76	Credit	0	(\$67,072.00)
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Item #1) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to install approximately 9,000 square feet of sod north of the fire lane. As such, the Contractor shall provide labor and material to fine grade Area "E" and install Bermuda Bulls eye sod in Area "E" (Refer to Attachment "A" dated 1/17/13).

Item #2) Pursuant to a jobwalk with the Owner's Representative and the Contractor it, was agreed to rework the stockpiled dirt and fine grade at the Music Plaza. As such, the Contractor shall provide labor and material to rework the stockpiled dirt and fine grade at the Music Plaza. (Refer to Attachment "B" dated 1/17/13).

Item #3) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to remove the installation of approximately 6011 square feet of 4" concrete from the Contractors scope of work at the Eastside Plaza. This work will be performed under the forthcoming Lunch Pavilion project. In the meantime a 2" slurry walkway will be installed to provide access for the students on the Eastside of the Performing Arts Theater Building. As such, the District determined the credit for the concrete and the add for the slurry and mutually negotiated the pricing with the Completion Surety. (Refer to Attachment "C" and "E" dated 1/17/13).

Item #4) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to remove the installation of the Bermuda Bulls Eye Sod from the scope of work because it was not required and is a cost savings to the District. As such, the District is due a credit back from the Contractor, (Refer to Attachment "D" dated 1/17/13).



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Purchase Order No. :
DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 77	Differing Conditions	0	\$12,335.00
<p>Item #1) Pursuant to the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #13, dated 1/3/13, it is necessary to add a 4" metal stud wall with two sided 5/8" type X gypsum board in order to enclose the wheelchair lift area. As such, the contractor shall provide labor and material to install the metal stud wall as noted in CCD #13, (Refer to Attachment "A" dated 1/18/13).</p> <p>Item #2) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #421, dated 12/28/12, it was necessary to provide power to the wheelchair lift since the electrical drawings did not indicate power for the wheelchair lift. As such, the contractor shall provide labor and material to run power from the HM2 panel for the wheelchair lift as noted in RFI Response #421. (Refer to Attachment "B" dated 1/18/13).</p> <p>Item #3) Pursuant to the Architect of Record's (AOR) issuance of Field Change Document (FCD) #24, issued 7/17/12, it was necessary to provide additional HSS 2-1/2 x 2-1/2 members that are required for the attachment of the balcony rail posts. Therefore, the Contractor shall provide labor and material to install the additional support as noted in FCD 24 and add a rigid top rail, (Refer to Attachment "C" dated 1/18/13).</p>			
WO 78	Differing Conditions	0	\$23,470.00
<p>Item #1) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was agreed to lower the ceiling to a height of 8'0" at the 2nd floor east side lobby (Room A206) in order to provide the required clearance for the overhead utilities. As such, the Contractor shall provide labor and material to lower the ceiling to a height of 8'0" in Room A206. (Refer to Attachment "A" dated 1/24/13).</p> <p>Item #2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it, was agreed to modify the site drainage so as to ensure water is properly draining from the site. As such, the Contractor shall provide labor and material to install the following: A. relocate 24" x 24" catch basin at fire lane drive near original trench location B. combine existing 4" drain lines into one 6" drain line and extend approximately 60 l.f. out through face of dirt bank C. add new 24" x 24" catch basin approximately 50' from fire lane at north side of the site D. add new 24" x 24" catch basin in turn around area of fire lane E. add three new 24" x 24" catch basins at north side of existing classrooms buildings F. provide point of connection for new trench drain G. eliminate three 12" x 12" catch basins from scope of work H. eliminate approximately 10 l.f. of trench drain in the fire lane. (Refer to Attachment "A" and "B" dated 1/24/13).</p> <p>Item #3) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #442, dated 1/21/13 -it was necessary to add fire stopping to the ceiling in the Dimmer Room in order to achieve the required fire rating. As such the Contractor shall provide labor and material to install the fire stopping with a pillow application as noted in RFI Response #442, (Refer to Attachment "C" dated 1/24/13).</p>			
WO 79	Differing Conditions	0	\$23,862.00
<p>Item #1) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was agreed to add additional concrete curbs, trench drain, and a guardrail in order to ensure student safety and proper water drainage in the concrete sidewalk areas surrounding the new Performing Arts Theater building. Therefore the Contractor shall provide labor and material to install the additional concrete curbs, trench drains, and a 8'x8'x 4" thick Concrete Mock-up, and a guardrail. (Refer to Attachments "A" and "B" dated 1/24/13).</p> <p>Item #2) Pursuant to a jobwalk with Owner's Representative and the Contractor it was agreed to fine grade and flush grade with the existing concrete sidewalk adjacent to the southern end of the fire lane. As such, the Contractor shall provide labor and material to fine grade the above noted area, (Refer to Attachment "B" dated 1/24/13).</p>			



Capistrano Unified School District
Facilities and Plant Operations
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Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No. :

DSA Number: 04-110424

CHANGE ORDER

Item	Responsibility Code	Days	Change Amount
WO 80	Other	7	\$0.00

As a result of the revised ceiling work in the A203 Mezzanine Lobby as required by Bulletin 27 the District has elected to extend the overall project completion by 5 working days as non-compensable days in accordance with General Article 63. The completion date has been extended from Friday 5/17/2013 to Friday 5/24/2013 5:00pm P.D.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the ceiling work as noted above.

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

The Original Contract Sum was	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	\$713,984.00
The Contract Sum Prior to This Change Order was	\$12,688,991.00
The Contract Sum Will be Increased	\$35,304.00
The New Contract Sum Including This Change Order	\$12,724,295.00
The Contract Time Will be Increased	7 days
The Date of Substantial Completion as of this Change Order Therefore is	5/24/2013

	Signature	Date
CUSD - Joe Farley		
Owner's Representative		1/30/13
Completing Surety		1/30/2013
Architect of Record		01.30.13
Inspector of Record		01-30-13



Capistrano Unified School District
Facilities and Plant Operations
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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. : 00073
Date: 1/3/2013

Title: RFI 409, Lobby, Bul 27, Downspouts

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) Pursuant to the Architect of Record's response to Request for Information #409, dated 12/12/12, additional fire sprinkler heads are necessary over the rear seating area of Theater 141 in the sloped ceiling. As such, the contractor is to provide labor and material to install 4 additional fire sprinkler heads, 2 in each area, in the rear seating sloped ceiling areas of Theater A141 to provide acceptable coverage. (Refer to Attachment "A" dated 1/3/13)

Item 2) Pursuant to a job walk, dated 12/26/12, it was determined that there was insufficient depth in the 2nd floor Lobby Mezzanine walls and the 1st floor Men's Restroom wall to finish out the j-boxes with 5/8" drywall. As such, the contractor is to provide and install 7/8" horizontal hat channel 16" off center. (Refer to Attachment "B" dated 1/3/13)

Item 3) Pursuant to a job walk, dated 12/26/12, it was determined that the electrical boxes along the Lobby, Theater, and Vestibule concrete masonry walls must be inset in order to be flush with the 5/8" drywall. (Refer to Attachment "C" dated 1/3/13)

Item 4) Pursuant to Bulletin #27, dated 11/15/12, the existing HVAC ducts, fire sprinkler piping, electrical conduit, and gas piping were required to be re-routed due to insufficient ceiling space. As such, the contractor is required to provide labor and material for the patching of the fireproofing associated with the re-routing of the aforementioned conduit and piping in the second floor East Lobby. (Refer to Attachment "D" dated 1/3/13)

Item 5) Pursuant to Request for Information #73R1 response, dated 12/28/12, the contractual drawings did not contemplate 13 downspouts. As such, the contractor is required to provide labor and material to install, prime, and paint 13 downspouts in the required areas. (Refer to Attachment "E" dated 1/3/13)

Item 6) Pursuant to a job walk, dated 12/19/12, it was determined that the Spot Booth window was not the appropriate height to avoid vision conflict with the acoustical ceiling panels. As such, the contractor is required to provide labor and material to install and decrease the height of the Spot Booth window frame so that the view of the stage is not obstructed by the acoustical ceiling panels. (Refer to Attachment "F" dated 1/3/13)

Item 7) Pursuant to a job walk, dated 1/2/13, the District has elected to prime and paint 160 lineal feet of conduit lines located outside the main electrical room. As such, the contractor is to provide labor and material to prime and paint 16. 10 foot conduit lines located outside the main electrical room. (Refer to Attachment "G" dated 1/3/13)

Item 8) Pursuant to Work Order #71 Line Item #8, dated 12/17/12, the District elected to install 7/8" plaster on two layers 5/8" gypsum board on 7/8" hat channel in lieu of the contractually required intumescent paint. As such, the District is owed a credit for the deletion of the intumescent paint for the three columns in the Lobby store front. (Refer to Attachment "H" dated 1/3/13)

Item	Description	Amount
00001		\$18,450.00

Proposal Details:



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. : 00073
Date: 1/3/2013

Title: RFI 409, Lobby, Bul 27, Downspouts

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

COST:

- ☒ Lump Sum **\$18,450.00** ☐ 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		1/8/13
Owner's Representative		1/9/13
Completing Surety		1/4/13
Architect of Record		1/4/13
Inspector of Record		1/4/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 073

RFI 409, Lobby, Bul 27, Downspouts

DATA DATE: 1/3/2013

Refer to Attachment "A, B, C, D, E, F, G, & H" Dated 1/3/13

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor to provide labor and material to install 4 fire sprinkler heads in rear seating sloped ceiling area of Theater A141. Refer to Attachment "A" Labor and Material Fire Sprinkler = \$200 each x 4 = \$800			\$800	\$ 800.00
2	Contractor to provide labor and material to install 7/8" horizontal hat channel 16" off center in the 2nd floor Mezzanine wall and 1st floor Men's Restroom wall. Refer to Attachment "B" Labor = 1 man x 1 day x 8hrs x \$60/hr = \$480 Material = 816l.f. x \$0.50/ft = \$408 Delivery = \$100		\$ 508	\$480	\$ 988.00
3	Contractor to inset approximately 16 J-boxes into concrete masonry along the Lobby, Theater, and Vestibule walls. Refer to Attachment "C" Labor and Material = 16 boxes x 2hrs/box x \$60/hr = \$1920			\$1,920	\$ 1,920.00
4	Contractor to provide labor and material for the patching of fireproofing associated with the re-routing of conduit and piping per Bulletin #27 in the 2nd floor East Lobby. Refer to Attachment "D" Labor = 3 men x 8hrs x \$60/hr = \$1440			\$1,440	\$ 1,440.00
5	Contractor to provide labor and material to install, prime, and paint 13 downspouts. Refer to Attachment "E" Labor Prime and Paint = 2men x 8hrs x \$60/hr = \$960 Labor and Material Downspout Installation = \$7885 Total Labor and Material = \$8845			\$8,845	\$ 8,845.00
6	Contractor to provide labor and material to decrease the height of the Spot Booth window. Refer to Attachment "F" Labor = 2 men x 2 days x 8hrs x \$60/hr = \$1920 Material = \$400 Lump Sum Price		\$ 400	\$1,920	\$ 2,320.00
7	Contractor to provide labor and material to prime and paint 160 lineal feet of conduit outside the main electrical room. Refer to Attachment "G" Labor = 2 men x 1 days x 8hrs x \$60/hr = \$960			\$960	\$ 960.00

Subtotal Add	\$ 17,273.00
10% Fee	\$ 1,727.30
Subtotal	\$ 19,000.30
5% GC/Ins. Fee	\$ 950.02
Net Add	\$ 19,950.32

Credit

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
8	Credit for deletion of intumescent paint on 3 columns in the Lobby store front. Refer to Attachment "H" Labor and Material = \$500/column x 3 columns = \$1500			\$ 1,500.00	\$ 1,500.00
Subtotal Credit					\$ (1,500.00)

Net Add	\$ 19,950.32
Net Credit	\$ (1,500.00)

FULL AND FINAL TOTAL * \$ 18,450

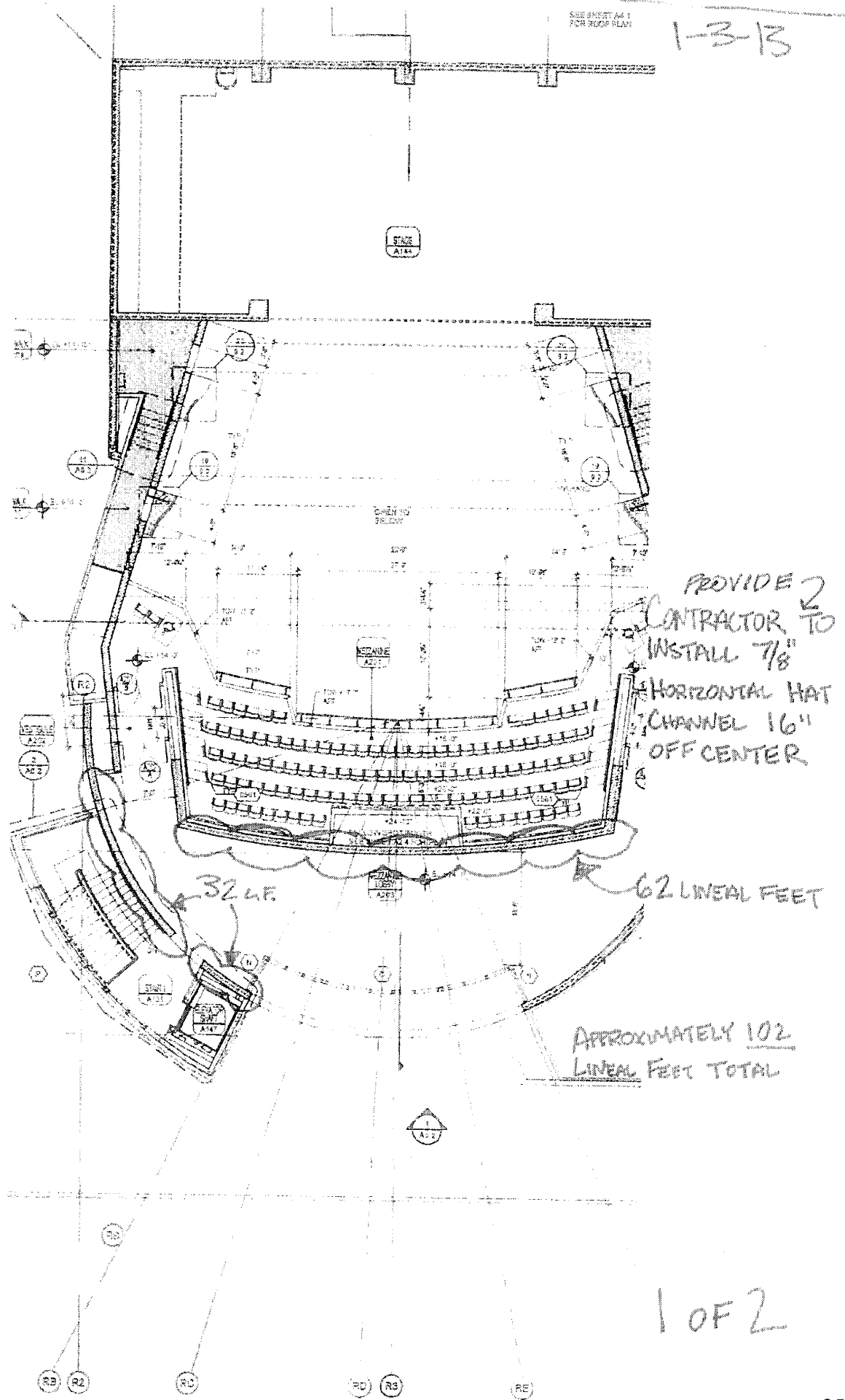
*Rounded to nearest dollar

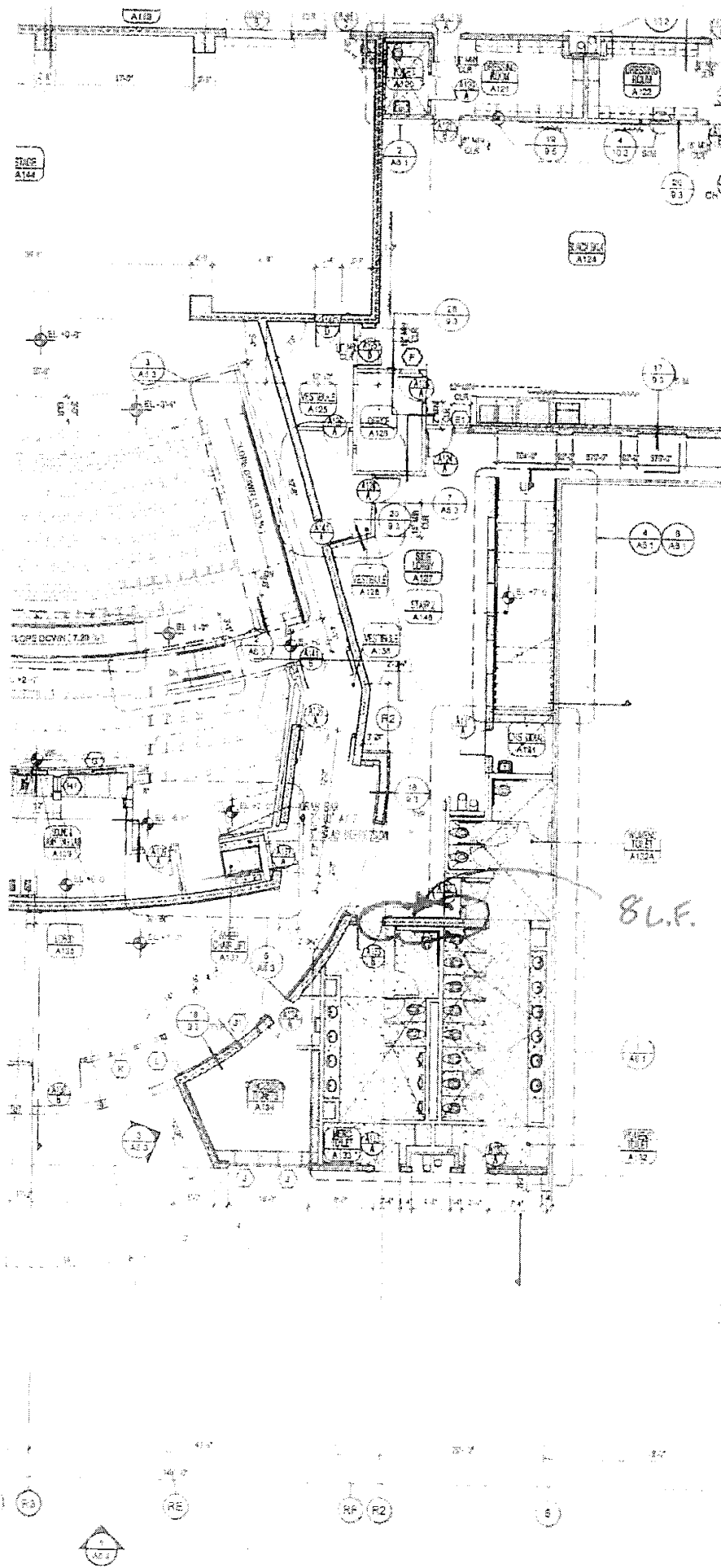
1-3-8

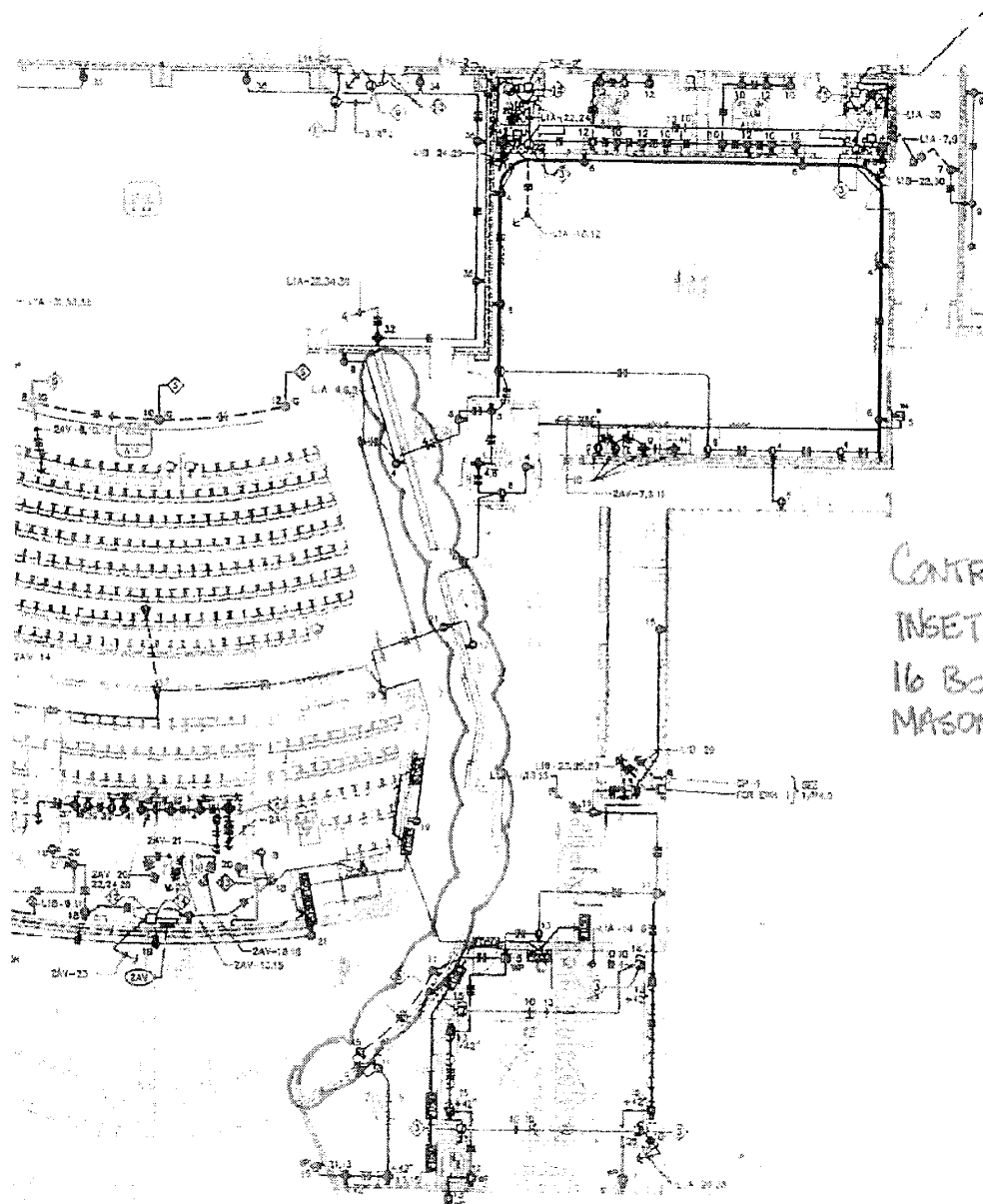
CONTRACTOR TO PROVIDE
AND INSTALL 4 ADDITIONAL
FIRE SPRINKLERS

A hand-drawn floor plan of a building, oriented vertically. The plan shows a central corridor and several rooms. A large, irregularly shaped area in the center is labeled 'POOL'. To the right of the pool, there is a large room with many small circles, possibly representing seats or desks. The plan is annotated with numerous handwritten notes and numbers, including '100', '101', '102', '103', '104', '105', '106', '107', '108', '109', '110', '111', '112', '113', '114', '115', '116', '117', '118', '119', '120', '121', '122', '123', '124', '125', '126', '127', '128', '129', '130', '131', '132', '133', '134', '135', '136', '137', '138', '139', '140', '141', '142', '143', '144', '145', '146', '147', '148', '149', '150', '151', '152', '153', '154', '155', '156', '157', '158', '159', '160', '161', '162', '163', '164', '165', '166', '167', '168', '169', '170', '171', '172', '173', '174', '175', '176', '177', '178', '179', '180', '181', '182', '183', '184', '185', '186', '187', '188', '189', '190', '191', '192', '193', '194', '195', '196', '197', '198', '199', '200'. The plan is also marked with various symbols, including circles, squares, and lines. A handwritten note at the top of the plan reads: 'CONTRACTOR TO PROVIDE AND INSTALL 4 ADDITIONAL FIRE SPRINKLERS'. The plan is drawn on a grid of lines, with dimensions and other markings.

1-3-13



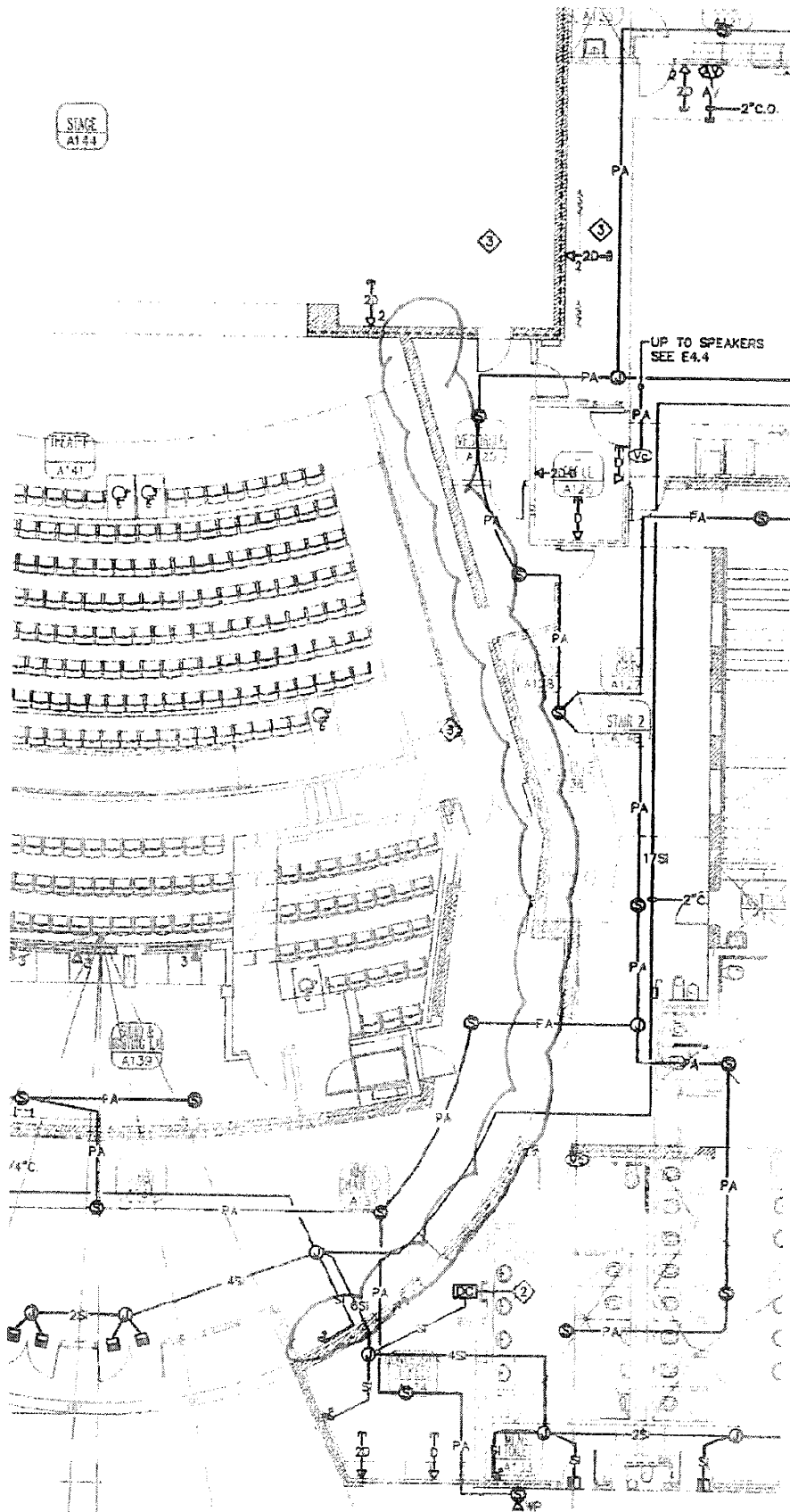




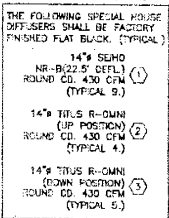
CONTRACTOR TO
INSET APPROXIMATELY
16 BOXES INTO
MASONRY WALL

1 OF 3

POWER PLAN - FIRST FLOOR AREA "B"

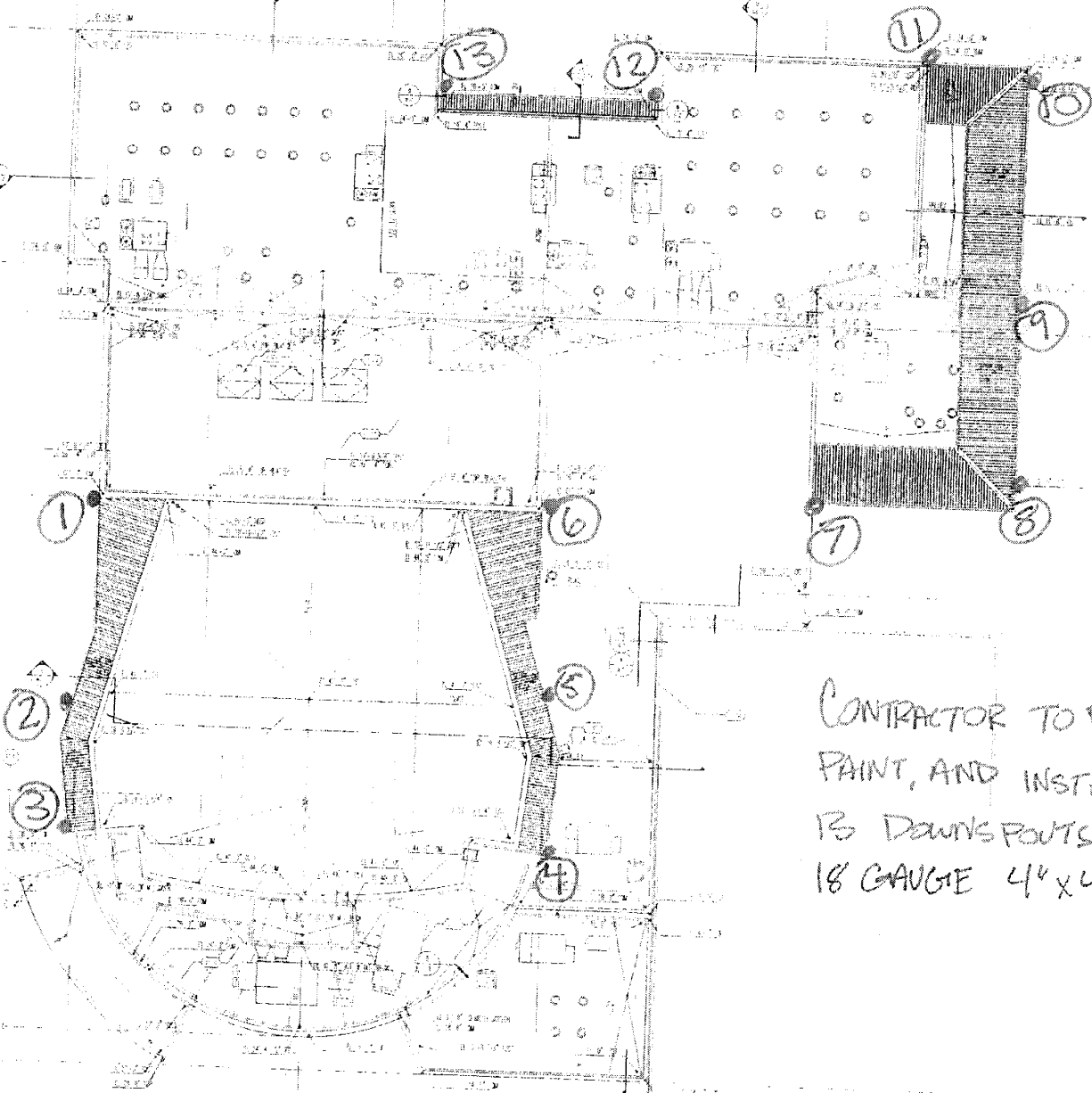


2 OF 3



ATTACHMENT "E"

1-3-13



CONTRACTOR TO PRIME,
PAINT, AND INSTALL
18 DOWNSPOUTS
18 GAUGE 4" X 4"

- (1) AIRLOCK
- (2) STAIRWELL
- (3) STAIRWELL
- (4) STAIRWELL
- (5) STAIRWELL
- (6) STAIRWELL
- (7) STAIRWELL
- (8) STAIRWELL
- (9) STAIRWELL
- (10) STAIRWELL
- (11) STAIRWELL
- (12) STAIRWELL
- (13) STAIRWELL

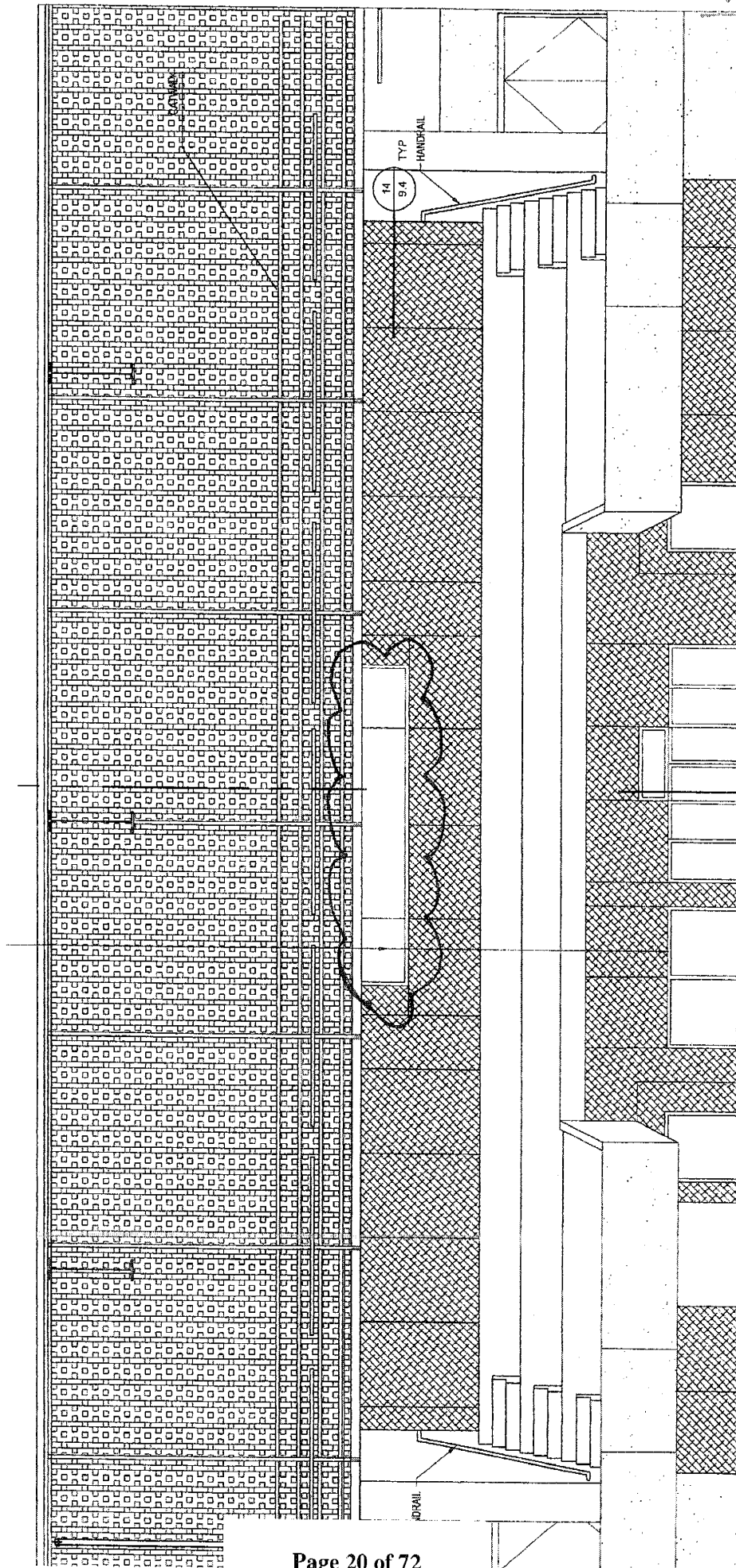
ROOF PLAN - AREA B

18-11-13

1

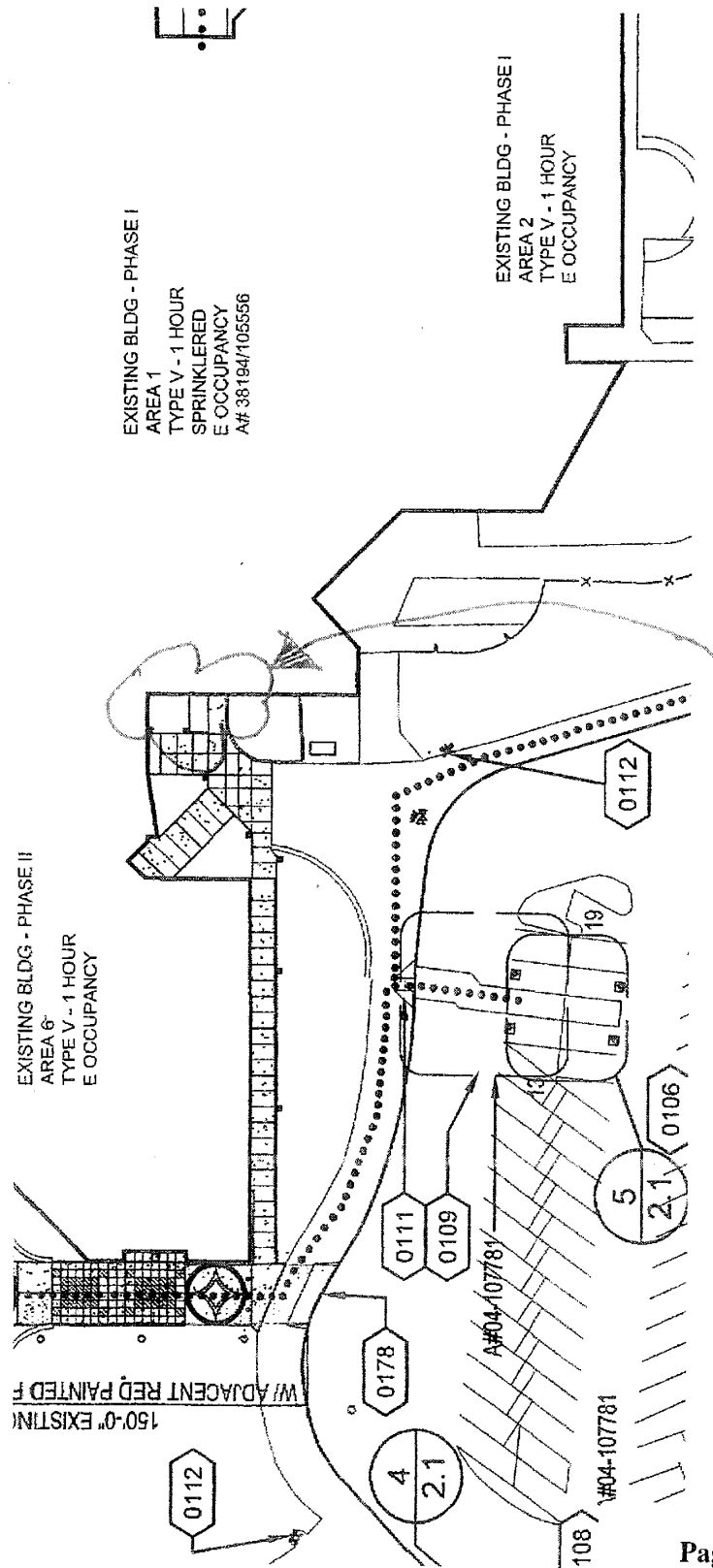
REFER

1-3-13

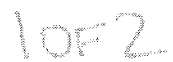


CONTRACTOR TO
DECREASE STOT
BOOTH WINDOW
HEIGHT

1-3-13



CONTRACTOR TO PROVIDE MATERIAL AND LABOR TO PRIME AND PAINT CONDUIT





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. : 00074
Date: 1/3/2013

Title: Sheet Metal Roofing and Credit

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item 1) Pursuant to a job walk, dated 1/2/13, the District has elected to install approximately 720 square feet of 18 gauge sheet metal wall panel along the theater roof parapet radius in lieu of the originally scoped cap sheet roofing because the bituminous roofing can not be run higher than 6 feet vertically without voiding the manufacturer's warranty. As such, the District is owed a credit for the deletion of the cap sheet roofing and the contractor is required to install approximately 720 square feet of 18 gauge sheet metal wall panel to match existing. (Refer to Attachment "A" dated 1/3/13)

Item 2) Pursuant to a job walk, dated 1/2/13, the contractual drawings did not contemplate a metal framing infill along the roof parapet along grid line A.5. As such, The contractor is to provide approximately 40'x4' of metal wall panel with 18 gauge infill studs to match the existing roof parapet. (Refer to Attachment "B" dated 1/3/13)

Item	Description	Amount
00001		\$16,728.00

Proposal Details:

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

COST:

- ☒ Lump Sum **\$16,728.00** ☐ 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		1/8/13
Owner's Representative		1/9/13
Completing Surety		1/4/13
Architect of Record		1/4/13
Inspector of Record		1/4/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 074

Sheet Metal Roofing and Credit

DATA DATE: 1/3/2013

Refer to Attachment "A & B" Dated 1/3/13

Add

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor to provide labor and material to install 720sq.ft. 18 gauge sheet metal wall panel along the theater roof radius. Refer to Attachment "A" Labor and Material = 720sq.ft. x \$16/sq.ft. = \$11,520			\$11,520	\$ 11,520.00
2	Contractor to provide labor and material to install 320sq.ft. of sheet metal wall panel and 18 gauge infill studs along the roof between gridline A.5 between gridlines 3.4 and 5. Refer to Attachment "B" Labor and Material Sheet Metal = \$16/sq.ft. x 320sq.ft. = \$5120 Labor and Material 18 Gauge Infill Studs = \$6/sq.ft. x 160sq.ft. = \$960			\$6,080	\$ 6,080.00

Subtotal Add	\$ 17,600.00
10% Fee	\$ 1,760.00
Subtotal	\$ 19,360.00
5% GC/Ins. Fee	\$ 968.00
Net Add	\$ 20,328.00

Credit

ITEM NO. CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Credit for deletion of 720sq.ft. of cap sheet roofing along the theater radius. Pricing per Work Order #56, Line Item #7. Refer to Attachment "A" Labor and Material = \$5/sq.ft. x 720sq.ft. = \$3600		\$ -	\$ 3,600.00	\$ 3,600.00
Subtotal Credit					\$ (3,600.00)

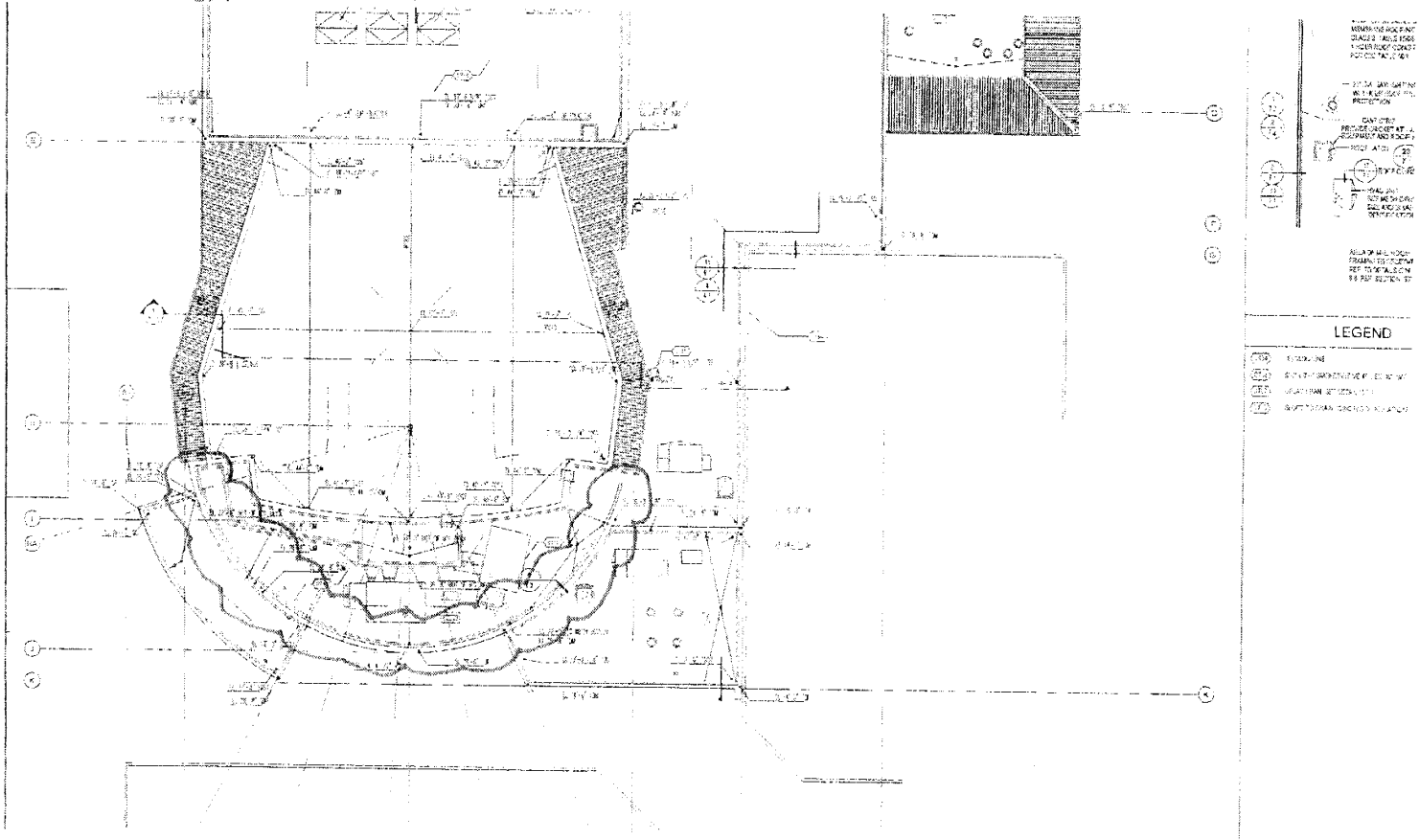
Net Add	\$ 20,328.00
Net Credit	\$ (3,600.00)

FULL AND FINAL TOTAL* \$ 16,728

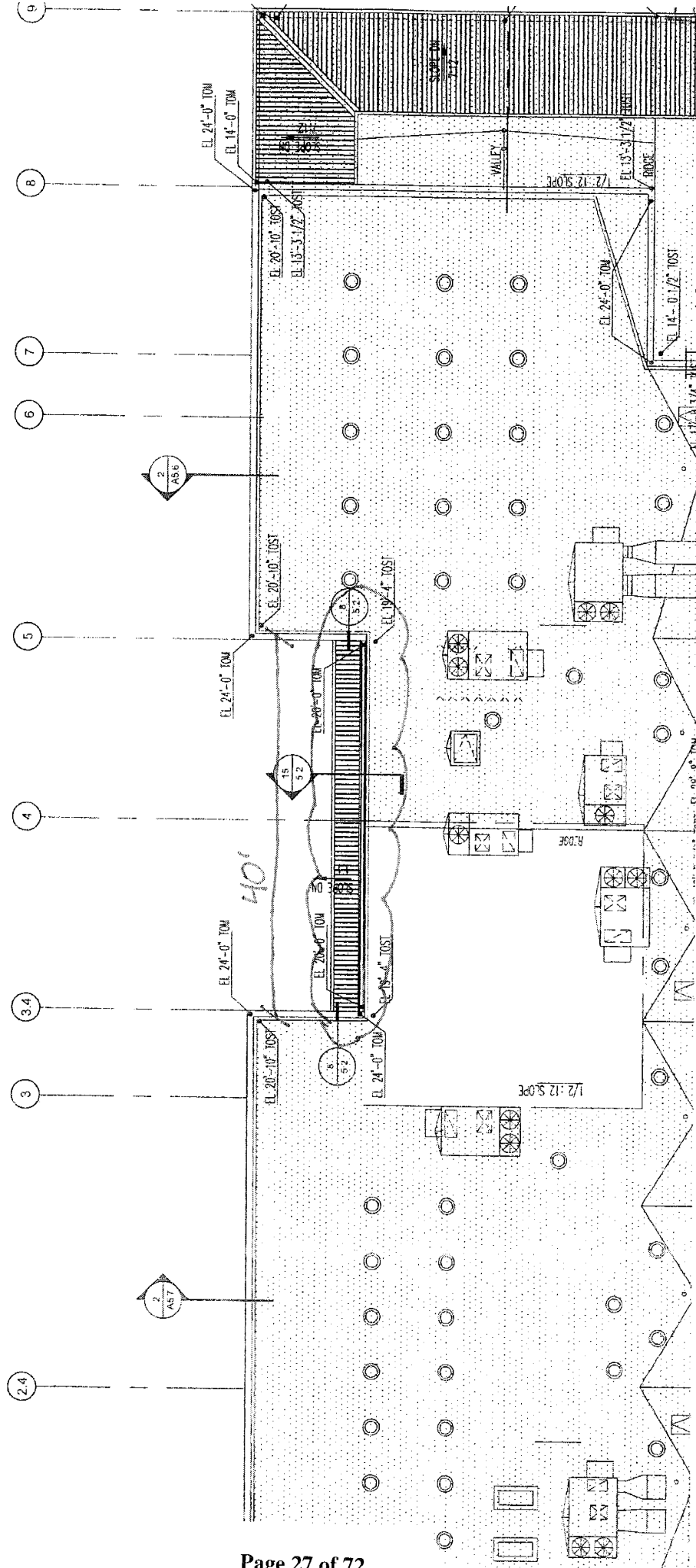
*Rounded to nearest dollar

15-13

CONTRACTOR TO PROVIDE LABOR AND MATERIAL
TO INSTALL APPROXIMATELY 720 SQFT OF 18
GAUGE SHEET METAL WALL PANEL IN LIEU OF
ROOF CAP SHEETING.



CONTRACTOR TO PROVIDE LABOR
AND MATERIAL TO INSTALL 320 SQ. FT.
SHEET METAL AND 160 SQ. FT. METAL
INFILL STUDS



ATTACHMENT 'B'
1-3-13

1 OF 2

UNIFYING PRINCIPLES

1. Approach All Situations With Integrity

Be honest, open and fair in all circumstances. Have a social conscience; take direction from the client without compromising integrity.

2. Be Creative

Challenge the possibilities by examining the obvious. Develop innovation through a detailed understanding of project needs. Be aware there is always the potential to do something meaningful.

3. Be Dedicated

Be personally committed to and concerned about each project. Honor promises and commitments. Make a meaningful contribution to society.

4. Maintain Open and Clear Communication

Communicate openly and clearly. Be available, sensitive and responsive to concerns raised by others, always striving for solutions.

5. Be Positive

Have a positive attitude. Be supportive of others. Focus on the positive attributes of each project. Gain fulfillment out of doing your best.

6. Believe in People

Respect the inherent worth of each individual. Trust in the natural goodness of people. Give others the support and opportunity necessary to do their best.

7. Work Together as a Team

Help one another. Appreciate the contribution of each team member. Invite input from others respecting their opinions and participation. Openly share knowledge and experience.

8. Strive for Excellence

Aspire to excellence as a goal for all endeavors. Strive to improve the quality of architecture by being creative, knowledgeable, and dedicated.

9. Be Wise

Apply our knowledge and past experiences to improve each new project. Know your limits, seeking assistance when necessary.

10. Consistency of Process

Maintain quality and creativity by utilizing a consistent approach and process.

11. Allow for Individuality and Personal Growth

Encourage individuals to utilize their special talents and to pursue personal interest within the framework of the firm.

12. Be Efficient

Make clear and purposeful decisions. Realize when you reach the point of diminishing returns. Understand the abilities and aspirations of others, matching them with tasks that are both challenging and stimulating.

13. Manage With Goals

Develop and maintain short and long range goals. Make decisions with foresight. Be flexible and responsive to spontaneous opportunities.

14. Strive for Simplicity

Develop clear solutions based upon a detailed understanding of project needs. Focus on providing quality architecture. Keep the bureaucracy subservient to the purpose.

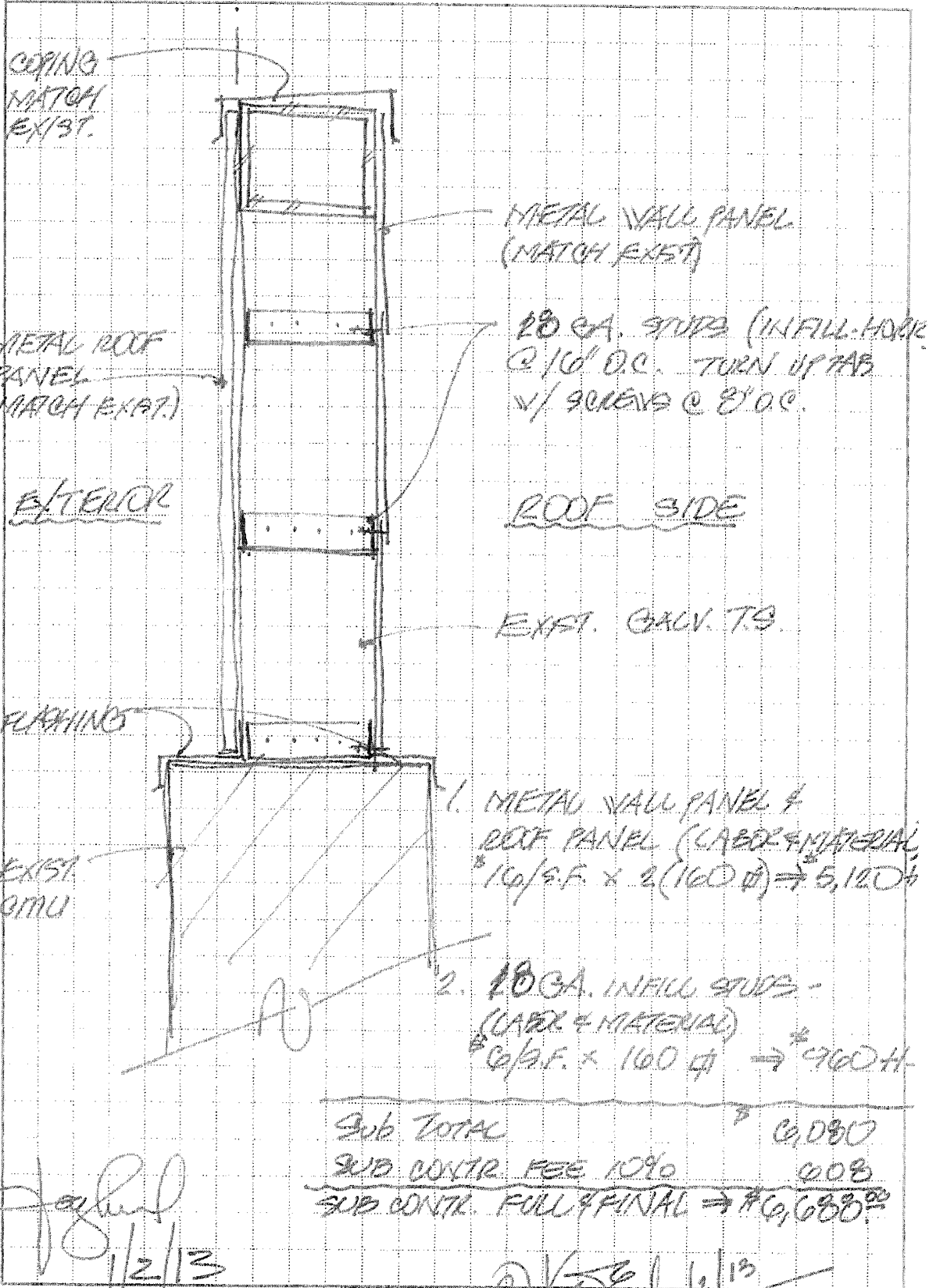
Project _____

Subject _____

15

Project Number _____

Date 1/2/13





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. : 00075
Date: 1/3/2013

Title: Fog Coat

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Pursuant to the Owner's Meeting, dated 1/2/13, the District has elected to fog coat approximately 1592 square feet of the previously plastered areas in Area A in order to enhance the finished product, (Refer to Attachment "A" dated 1/3/13). As such, the District determined the cost and mutually negotiated with the Contractor the full and final total in the amount noted below.

Item	Description	Amount
00001		\$7,531.00

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 **\$7,531.00** ☐ 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		1/8/13
Owner's Representative		1/4/13
Completing Surety		1/4/13
Architect of Record		1/4/13
Inspector of Record		1/4/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 075

REVIEW

DATA DATE:1/3/13

Fog Coat

Refer to Attachment "A"Dated 1/3/13

Add

ITEM NO.					
CUSD	DESCRIPTION	EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and material to fog coat approximately 1592sq ft. of previously plastered areas in Area A. See Attachment "A" Preparation - 3 men x 1 day x 8hrs x \$60/hr = \$1440 Application - 3 men x 1 day x 8hrs x \$60/hr = \$1440 Clean-up - 3 men x 1 day x 8hrs x \$60/hr = \$1440 Lift Rental: 3 days x \$400/day = \$1200 Material = \$1000 lump sum price	\$ 1,200.00	\$ 1,000.00	\$ 4,320.00	\$ 6,520.00

Subtotal Add \$ 6,520.00

Subtotal Add \$ 6,520.00

10% Sub Fee \$ 652.00

Subtotal \$ 7,172.00

5% G.C./Ins. Fee \$ 358.60

FULL AND FINAL TOTAL* \$ 7,531

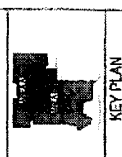
*Rounded to nearest dollar



Architects, Inc.

SOUTHERN CALIFORNIA
1800 Brea Blvd., Suite 100
Brea, CA 92621
Tel: 949-385-0900
Fax: 949-385-0903

CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA



PROJECT NAME
CAPISTRANO VALLEY - PERFORMING ARTS THEATER

DATE
08-10-2011

NO.	DATE	DESCRIPTION
1	08-10-2011	ISSUED FOR PERMIT
2	08-10-2011	ISSUED FOR PERMIT
3	08-10-2011	ISSUED FOR PERMIT
4	08-10-2011	ISSUED FOR PERMIT
5	08-10-2011	ISSUED FOR PERMIT

DESIGNED BY
CHECKED BY
DATE: 10/24/11
PROJECT NUMBER: 011404

EXTERIOR ELEVATIONS

CHANGING NUMBER
A5.1

Attachment "A"
1/3/2013

REFERENCE NOTES

1:10" = 1'-0"

WEST

2

LEGEND

1:10" = 1'-0"

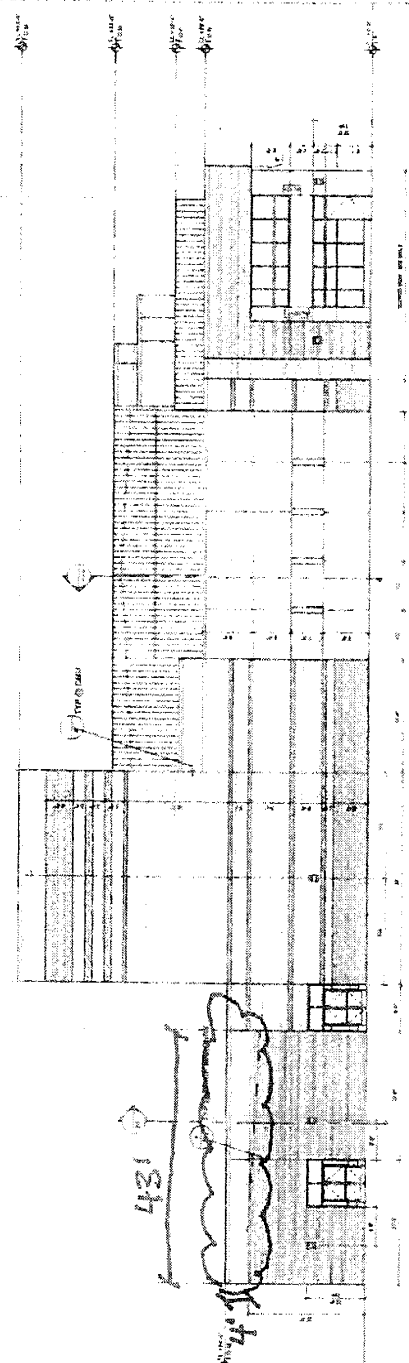
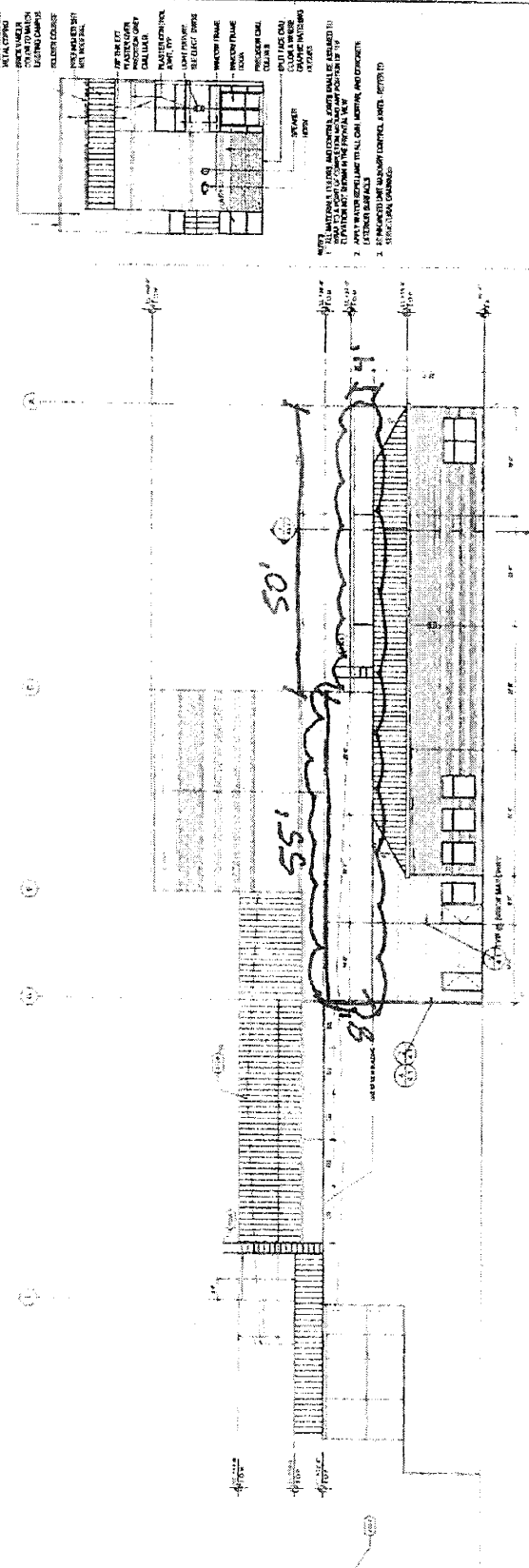
EAST

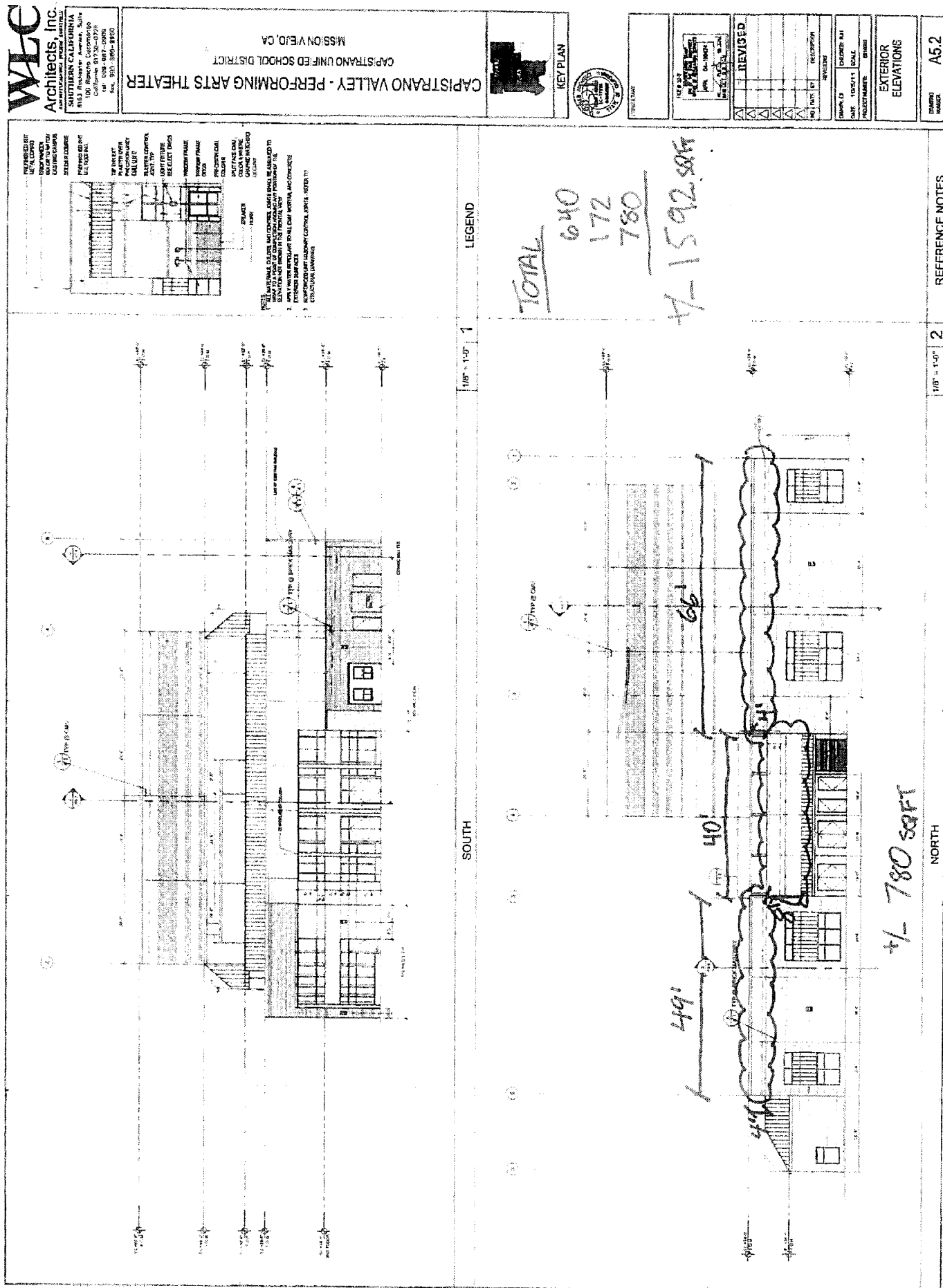
1

+/- 640 SRF

+/- 172 SRF

431







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. : 00076
Date: 1/17/2013

Title: Landscape and Concrete Credit

Contractor is directed to make the following changes in the Contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

Description of Proposal:

Item #1) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to install approximately 9,000 square feet of sod north of the fire lane. As such, the Contractor shall provide labor and material to fine grade Area "E" and install Bermuda Bulls eye sod in Area "E" (Refer to Attachment "A" dated 1/17/13).

Item #2) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was agreed to rework the stockpiled dirt and fine grade at the Music Plaza. As such, the Contractor shall provide labor and material to rework the stockpiled dirt and fine grade at the Music Plaza. (Refer to Attachment "B" dated 1/17/13).

Item #3) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to remove the installation of approximately 6011 square feet of 4" concrete from the Contractor's scope of work at the Eastside Plaza. This work will be performed under the forthcoming Lunch Pavilion project. In the meantime a 2" slurry walkway will be installed to provide access for the students on the Eastside of the Performing Arts Theater Building. As such, the District determined the credit for the concrete and the add for the slurry and mutually negotiated the pricing with the Completion Surety. (Refer to Attachment "C" and "E" dated 1/17/13).

Item #4) Pursuant to a jobwalk with the Owner's Representative and the Contractor it was determined to remove the installation of the Bermuda Bulls Eye Sod from the scope of work because it was not required and is a cost savings to the District. As such, the District is due a credit back from the Contractor, (Refer to Attachment "D" dated 1/17/13).

Item	Description	Amount
00001		(\$67,072.00)

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. : 00076
Date: 1/17/2013

Title: Landscape and Concrete Credit

COST:

- ☒ Lump Sum **(\$67,072.00)** ☐ 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		1/18/13
Owner's Representative		1/18/13
Completing Surety		1/18/13
Architect of Record		1/18/13
Inspector of Record		1/18/13

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 76

Landscape and Concrete Credit

DATA DATE:1/17/13

Refer to Attachments A, B, C, & D

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor shall provide labor and material to fine grade and install approximately 9000sq of Bermuda Bulls eye sod North of the fire lane in Area E. See Attachment A. 9000s.f. x .59sf. = \$5310 Loader/operator: \$1000/day x 1 days = \$1000 Labor: 1man x 8/hrs. x \$60/hr.= \$480				\$ 6,790.00
2	Contractor shall provide labor and material to rework stockpiled dirt and fine grade at Music Plaza. See Attachment B Labor: 1man x 8/hrs. x \$60/hr.= \$480 Loader/operator: \$1000/day x 1 days = \$1000				\$ 1,480.00
3	Contractor shall provide labor and material to install approximately 1550 s.f. of slurry 6" out from the east wall and Area "H" and provide 2" sand for half of Area "H". See Attachment C. Slurry: \$3800 Lump Sum Price (includes labor and material) Sand: \$500 Lump Sum Price (includes labor and material)				\$ 4,300.00

Subtotal Add	\$ 12,570.00
10% Fee	\$ 1,257.00
Subtotal	\$ 13,827.00
5% GC/Ins. Fee	\$ 691.35
Net Add	\$ 14,518.35

Credit

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit to remove the Bermuda Bulls Eye sod and installation from the scope of work pursuant to a jobwalk in which it was determined the additional sod was not necessary. See Attachment D 88,875square feet x .59/s.f. = \$52,437				\$ 52,437.00
2	Credit to delete approximately 90,000 s.f. of grubbing from the scope of work at the soccer and softball fields. See Attachment D Dump Fee: 9 trucks x \$150/load = \$1350 Loader/Operator: 4 days x \$1000/day = \$4000				\$ 5,350.00
3	Credit to remove approximately 6011 sf of 4" thick concrete, broom finish, with 2" of sand in the Eastside Music Plaza. See Attachment E				\$ 23,803.00

Subtotal Credit \$ (81,590.00)

Net Add \$ 14,518.35

Net Credit \$ (81,590.00)

FULL AND FINAL TOTAL* \$ (67,072)

*Rounded to nearest dollar

Attachment "A"

11/17/13

SEE SHEET 1P.1
SEE SHEET 1P.2

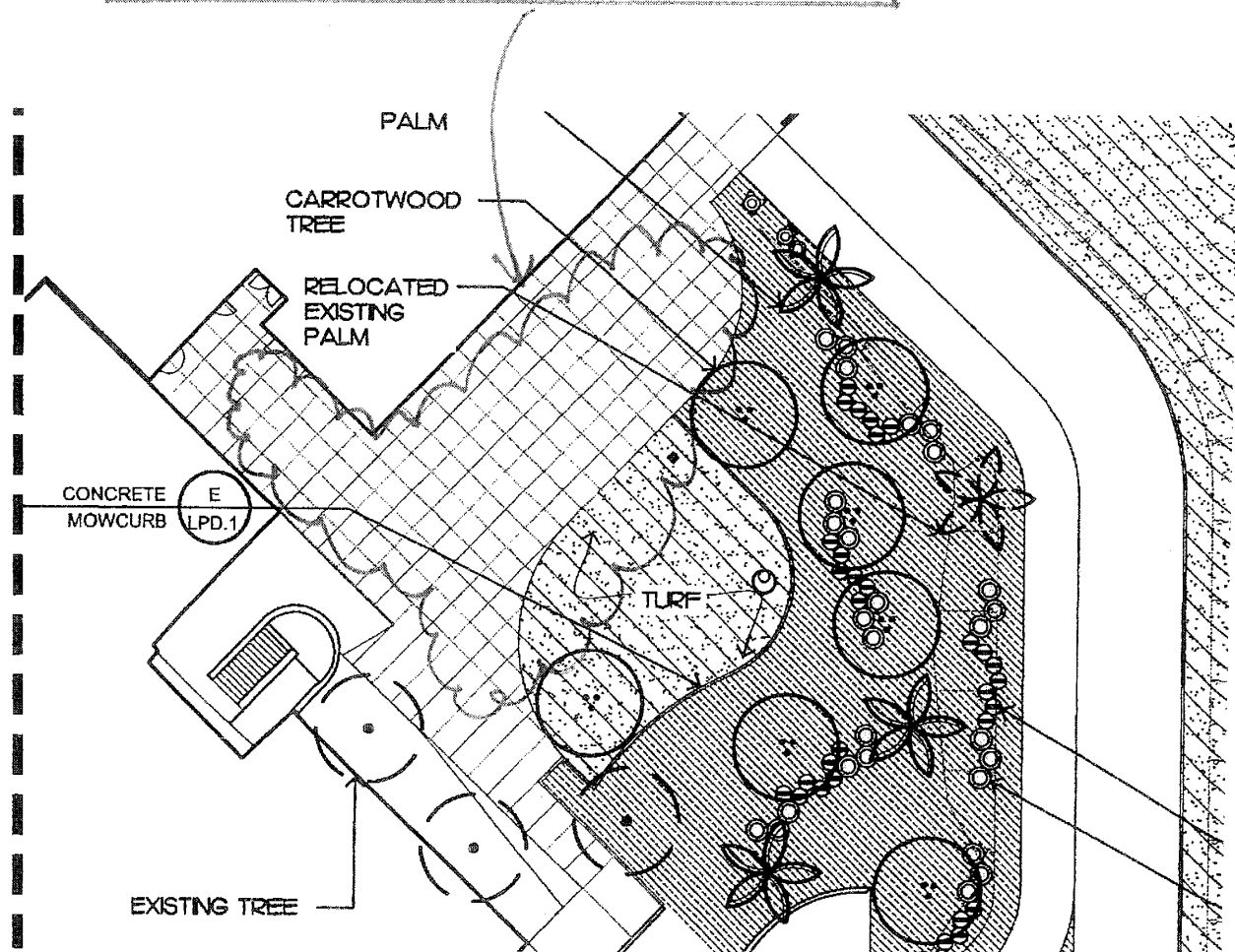
SEE SHEET 1P.1
SEE SHEET 1P.2

Contractor shall provide labor
and material to install
Bulls-eye Bermuda West
Coast Turf in Area E.

Contractor shall provide labor
and material to fine grade
Area E

1/17/13

Contractor shall provide labor and material
to rework stockpiled dirt and fine grade at
the Music Plaza

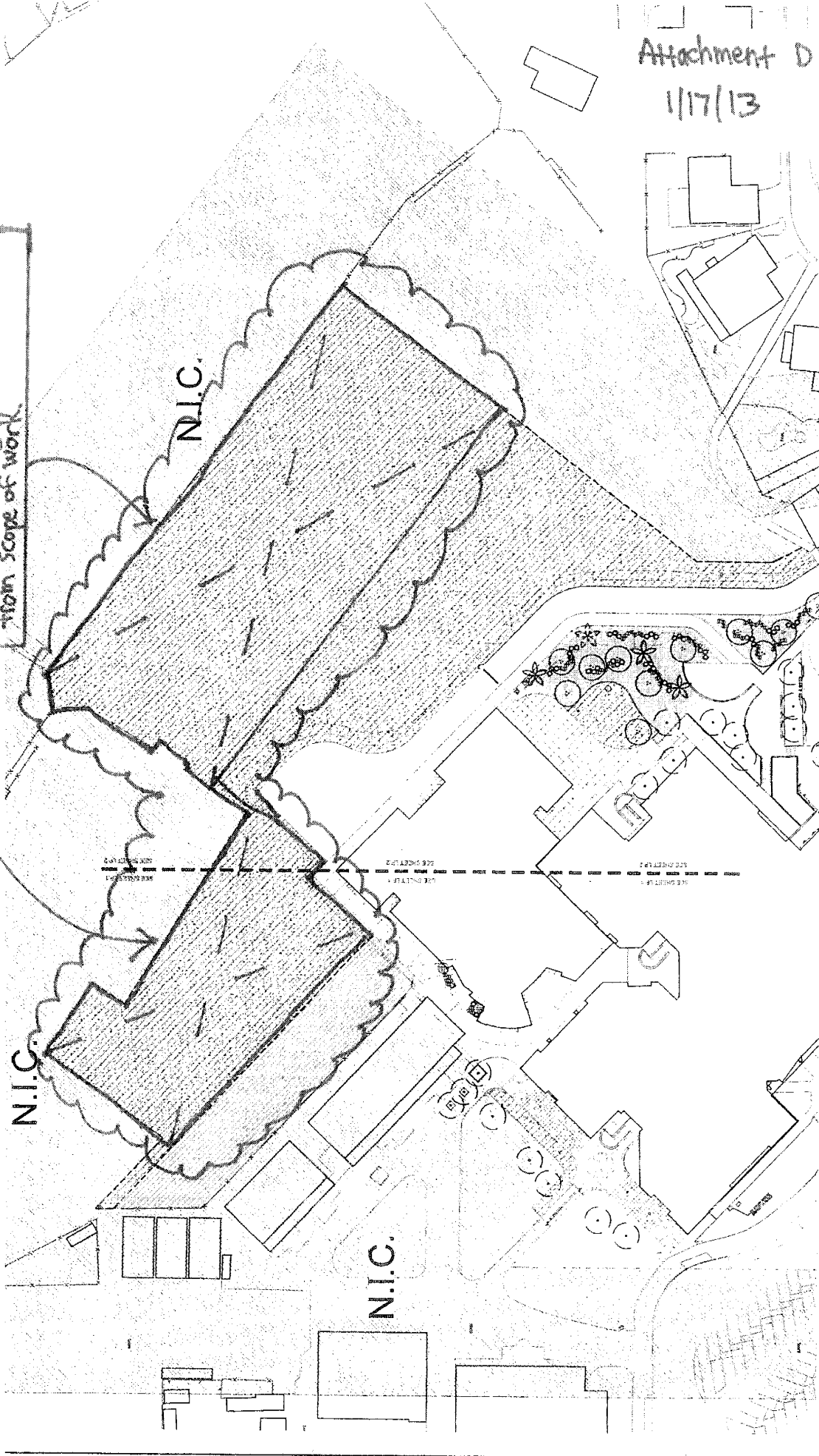


1/17/13



1/17/13

Credit to remove the Bull's eye Bermuda West Coast Turf and Installation from the scope of work. Grubbing is also removed from scope of work.







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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590

Work Order No. : 00077
Date: 1/18/2013

Title: CCD 13 & RFI 421

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 the Architect of Record's (AOR) issuance of Construction Change Document (CCD) #13, dated 1/3/13, it is necessary to add a 4" metal stud wall with two sided 5/8" type X gypsum board in order to enclose the wheelchair lift area. As such, the contractor shall provide labor and material to install the metal stud wall as noted in CCD #13. (Refer to Attachment "A" dated 1/18/13).

Item #2) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #421, dated 12/28/12, it was necessary to provide power to the wheelchair lift since the electrical drawings did not indicate power for the wheelchair lift. As such, the contractor shall provide labor and material to run power from the HM2 panel for the wheelchair lift as noted in RFI Response #421. (Refer to Attachment "B" dated 1/18/13).

Item #3) Pursuant to the Architect of Record's (AOR) issuance of Field Change Document (FCD) #24, issued 7/17/12, it was necessary to provide additional HSS 2-1/2 x 2-1/2 members that are required for the attachment of the balcony rail posts. Therefore, the Contractor shall provide labor and material to install the additional support as noted in FCD 24 and add a rigid top rail. (Refer to Attachment "C" dated 1/18/13).

Item	Description	Amount
00001		\$12,335.00

Proposal Details:

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



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

Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: EDGE Development, Inc.
27368
Via Industria
Temecula, CA 92590
Title: CCD 13 & RFI 421

Work Order No. : 00077
Date: 1/18/2013

COST:

- ☒ Lump Sum **\$12,335.00** ☐ 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		1/18/13
Owner's Representative		1/18/13
Completing Surety		1/18/13
Architect of Record		1/18/13
Inspector of Record		1/18/13

Capistrano Valley Performing Arts Theater BID # 1011-11

WO 77

CCD #13, RFI 421 and Railing

DATA DATE:1/18/13

Refer to Attachment A, B, & C

Add

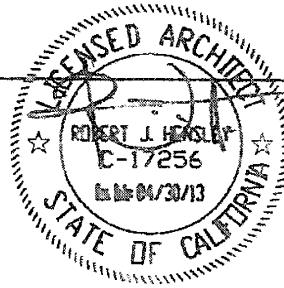
ITEM NO.					
CUSD	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and material to add metal stud walls and qypboard at the wheel chair lift as noted in CCD #13. See Attachment A Vertical Wall: 100s.f.x \$12/sf. = \$1200 (includes labor and material) Horz Lid: 20s.fx \$15/s.f. = \$300 (includes labor and material)				\$ 1,500.00
2	Contractor shall provide labor and material to install power for the Wheelchair Lift as noted in RFI 421. See Attachment B 3men x 8hrs x \$60/hr. = \$1440 Material: \$500 Scissor Lift + \$300 (1 day rental)	\$ 300.00	\$ 500.00	\$ 1,440.00	\$ 2,240.00
3	Contractor shall provide labor and material to install additional support for the balcony rail post as noted in FCD 24 and a rigid top rail. See Attachment C Rigid Top Railing: \$5500 Lump sum price 1man x 3days x8/hrs x\$60/hr. = \$1440				\$ 6,940.00

Subtotal Add	\$ 10,680.00
10% Fee	\$ 1,068.00
Subtotal	\$ 11,748.00
5% GC/Ins. Fee	\$ 587.40
Net Add	\$ 12,335.40

FULL AND FINAL TOTAL* \$ 12,335

*Rounded to nearest dollar

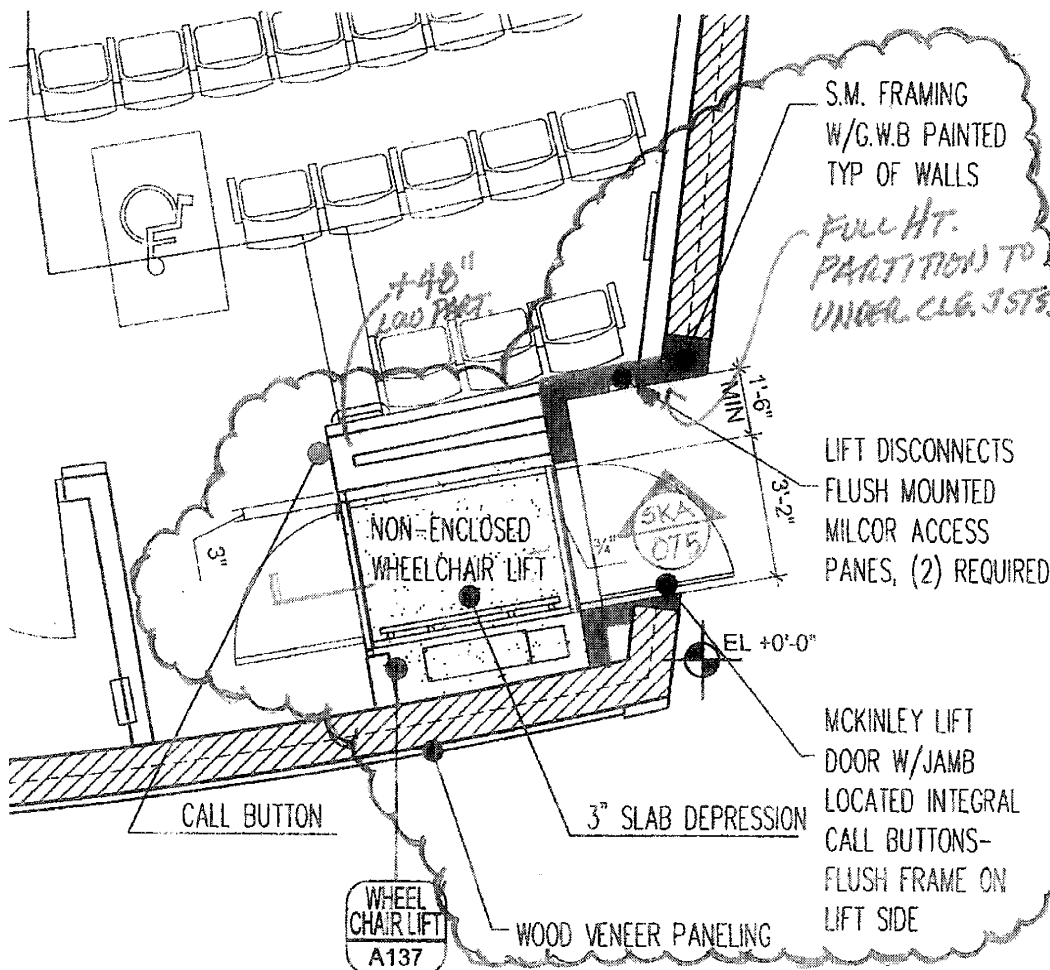
- 18 - 13



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

WLC
Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA



DRAWN:	WLC
CHECKED:	WLC
DATE:	2/27/12
SCALE:	
FOR NO.	0814053

REVISED WHEELCHAIR LIFT PLAN

1/4"=1'-0"

5

FCD20-A1

ATTACHMENT "A"

1-18-13

FULL HT. MTL. STUD WALL
TO JOIST FRAMING.
ATTACH PER 24A-B/S0.4

GYP. BD. LOW PARTITION

4'-0"

2 ND. FLOOR

HEADER. SEE 4/S0.4

(N) GYP. BD. CEILING.
MATCH LOBBY HT. 8'6"

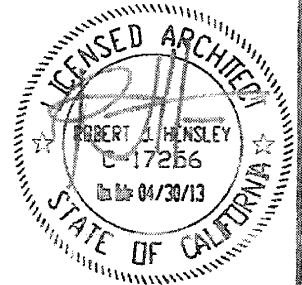
+ 8'-6"

DISCONNECT
+48" MAX.

DOOR

LIFT SIDE

WHEELCHAIR LIFT SECTION



WLC
Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

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

CAPISTRANO VALLEY
PERFORMING ARTS THEATER
MISSION VIEJO, CA

DRAWN	WLC
CHECKED	
DATE	12/28/12
SCALE	3/8"=1'-0"
JOB NO.	08140.53

SKA-075

2 of 2



Project: -- 1011-11 CVHS Performing Arts Theater

Purchase Order No.:

Contract Number: 1011-11

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00421

Title: WHEEL CHAIR LIFT POWER

Date: 12/21/2012 Required: 12/26/2012 Answered: 12/28/2012

From: Phil Tanghal
S.J. Amoroso Construction Co., Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

The electrical drawings do not provide power for the wheelchair lift. Per the submittals it requires a single phase 208V 30AMP power source.

Proposed Solution:

Contractor recommends to run the power from the HM2 panel in the second floor electrical room. Please confirm.

Owner's Representative's Additional Information:

Architect of Record's Response:

The Contractor shall use 2nd floor Panel L2 circuits 31-33, with a 2-pole 30A breaker.

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.

Capistrano Unified School District

REQUEST FOR INFORMATION

DSA Appl. No. (if applicable): <u>04-110424</u>	
School Name: <u>Capistrano Valley High School</u>	RF1 Number: <u>421</u>
Project Name: <u>CVHS - Performing Arts Theater</u>	Date: <u>12/21/2012</u>
Project Description: <u>Performing Arts Theater</u>	Project No.: <u>739</u>
Issued To: <u>WLC Architects, Inc.</u> (Architect)	Contract No.: _____
E3.3 Drawing Number Detail	<u>2</u> Page

Request:

Subject: WHEEL CHAIR LIFT POWER

The electrical drawings do not provide power for the wheelchair lift. Per the submittals it requires a single phase 208V 30AMP power source. Contractor recommends to run the power from the HM2 panel in the second floor electrical room. Please confirm.

Request Issued by: <u>Nathan Berkey</u>	<u>Nathan Berkey</u>	<u>December 21, 2012</u>
<i>Contractor's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>

Response:

AE in General Responsible Charge is required to confirm compliance with DSA IR A-6 prior to submittal to OAR. Check the applicable box below.

No Change to DSA Approved Scope

- ☐ **No Sketch Required:**
(A/E's written response above is sufficient)
- ☐ **Sketch required:**
(No change to DSA Application scope)

Change to DSA Approved Scope

- ☐ **Sketch and FCD Required:**
(Attach FCD/sketch to this RFI response with AE stamp/signature)
- ☐ **Sketch Required:**
(Attach sketch to this RFI response with AE stamp/signature)

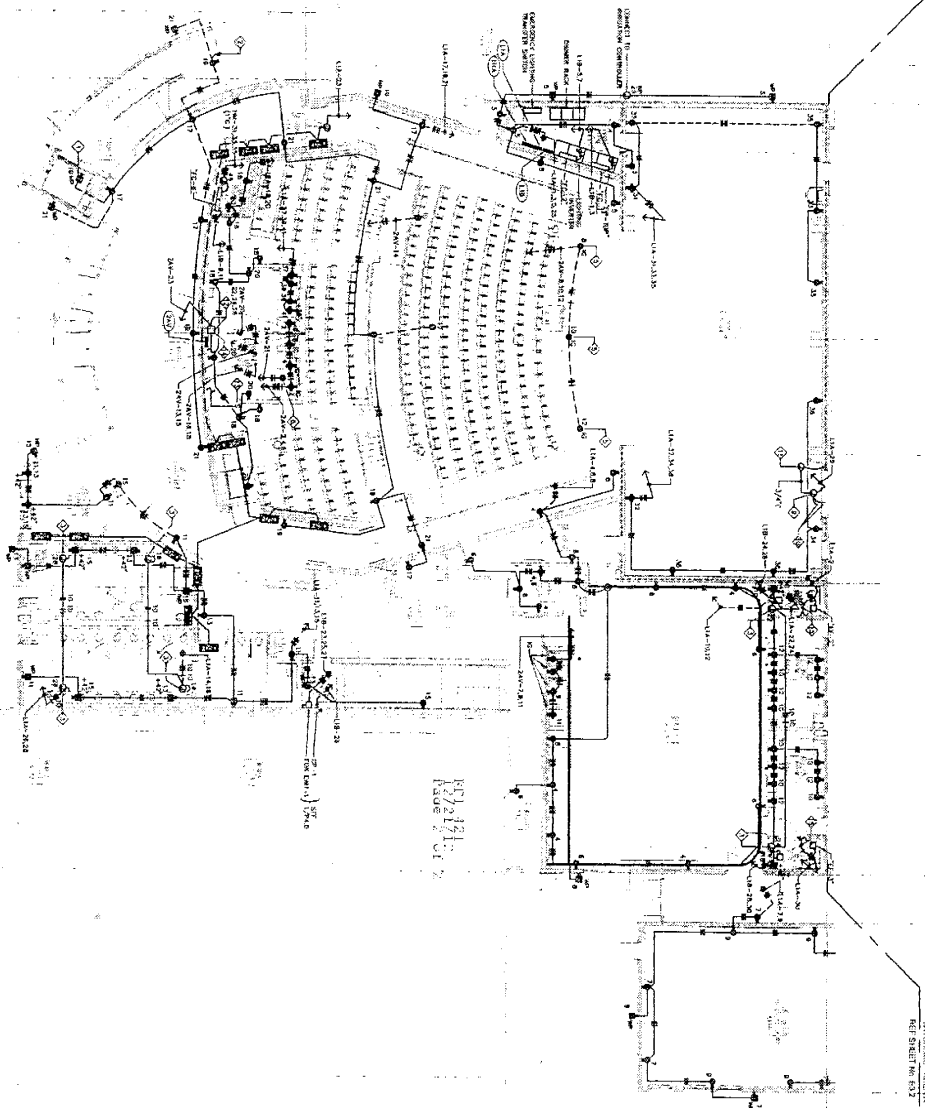
Response Review by: _____	_____	_____
<i>Architect's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>

Response Issued by: _____	_____	_____
<i>Owner Authorized Representative</i>	<i>Name (Printed)</i>	<i>Date</i>

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

cc:

Rev. 4.0, November 2, 2009



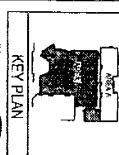
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1 HIGH RATED MATH STUDY W/ST
BY KATIE Z. S. AND C. ON SHEET 9.3

1 HIGH RATED CONCRETE MATHSRY W/ST (W/ST)
BY B. B. B. 1, 10, 11, 12 AND 17 ON SHEET 9.3

CDC ACTION TABLE (AT) - T-17 A E
PAGES 171-172 ON SHEET 9.3

2 HIGH AREA STRONGER FROM STAG.
STAG. (STAG) 5-52-0- CDC S/C 418.5.1

[illegible][illegible][illegible]

CAPISTRANO VALLEY - PERFORMING ARTS THEATER
CAPISTRANO UNIFIED SCHOOL DISTRICT
MISSION VIEJO, CA

WEC

Architects, Inc.
#BX SWB SEC PMB067 / 215 N OF KENNEDY BLVD
SOUTHERN CALIFORNIA
214 E. Hollywood Blvd., Suite 1119
Los Angeles, CA 90028
Tel: 800-397-7600
Fax: 800-397-7600

Attachment "C"

1/18/13

DI

AC

A#

DATE

Add rigid top rail

S.S. BRUSHED
ROUNDED CAP

1/4" THICK X 1 1/2" H X 1 1/2" D
S.S. PLATE W/ 1/2" HOLE,
TYP

S.S. CABLE

1 1/2" Ø BRUSHED
S.S. COL

2X10 BIRCH- CONT.
SPLICE @ CORNERS.

LIGHTING FIXTURE
MOUNTING PIPE

C CHANEL REF STRUCT
DWGS

LOW WALL W/ 5/8" GYP
BD, BOTH SIDES OVER
METAL STUD

HOUSE

TOP OF 1 1/2" Ø

3"

4"

4"

4"

4"

4"

4"

4"

4"

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BALCONY

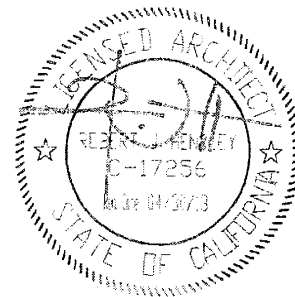
PIPE TO TOP OF HSS

FINISH FLOOR

CEILING REF SCHEDULE

HSS 2-1/2 x 2-1/2 PER
STRUCT. LOCATE
ADDITIONAL HSS 2-1/2 x
2-1/2 MEMBERS AS
REQUIRED FOR
ATTACHMENT OF
GUARDRAIL PIPE ABOVE.

1 RAILING DETAIL @ BALCONY



1/03/12

WLC
Architects, Inc.
RANCHO CUCAMONGA - FOLSOM - EMERYVILLE

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

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

DRAWN WLC

CHECKED WE

SCALE 1"=1'-0"

JOB NO 08140.5

SKA-010

E-MAIL
DATE: 12/20/11



Project: -- 1011-11 CVHS Performing Arts Theater
Contract Number: 1011-11

DSA Number: 04-110424

WORK ORDER

To: Liberty Mutual Insurance Co.
1001 4th Avenue
13th Floor
Seattle, WA 98154

Work Order No. : 00078
Date: 1/24/2013

Title: Modify Site Drainage & E. Lobby Wall

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 and the Architect of Record it was agreed to lower the ceiling to a height of 8'0" at the 2nd floor east side lobby (Room A206) in order to provide the required clearance for the overhead utilities. As such, the Contractor shall provide labor and material to lower the ceiling to a height of 8'0" in Room A206. (Refer to Attachment "A" dated 1/24/13).

Item #2) Pursuant to a jobwalk with the Owner's Representative and the Architect of Record it was agreed to modify the site drainage so as to ensure water is properly draining from the site. As such, the Contractor shall provide labor and material to install the following: A. relocate 24" x 24" catch basin at fire lane drive near original trench location B. combine existing 4" drain lines into one 6" drain line and extend approximately 60 l.f. out through face of dirt bank C. add new 24" x 24" catch basin approximately 50' from fire lane at north side of the site D. add new 24" x 24" catch basin in turn around area of fire lane E. add three new 24" x 24" catch basins at north side of existing classrooms buildings F. provide point of connection for new trench drain G. eliminate three 12" x 12" catch basins from scope of work H. eliminate approximately 10 l.f. of trench drain in the fire lane. (Refer to Attachment "A" and "B" dated 1/24/13).

Item #3) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #442, dated 1/21/13 -it was necessary to add fire stopping to the ceiling in the Dimmer Room in order to achieve the required fire rating. As such the Contractor shall provide labor and material to install the fire stopping with a pillow application as noted in RFI Response #442. (Refer to Attachment "C" dated 1/24/13).

As such, the District determined the additional costs and negotiated the full and final costs with the contractor in the amount noted below.

Item	Description	Amount
00001		\$23,470.00

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. : 00078
Date: 1/24/2013

Title: Modify Site Drainage & E. Lobby Wall

COST:

- ☒ Lump Sum **\$23,470.00** ☐ 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		1/28/13
Owner's Representative		1/28/13
Completing Surety		1/25/13
Architect of Record		01.25.13
Inspector of Record		01/25/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 078

Modify site drainage

DATA DATE: 1/24/2013

Refer to Attachments "A", "B" and "C" dated 1/24/2013

Add

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor to provide labor and material to install lower existing wall track and lower installed conduits to provide proper clearance. See Attachment "A". 2 men x 8hrs. X \$60 = \$960 Frame 2" clips to roof beam 2men x 2day x 60/hr. = \$1920 Mono cote patch 8hrs.x \$60/hr. = \$480 Mono Material = \$250 Material Sheet Metal Studs= \$1000 Frame Box Headers= 2 men x 2 days x \$60 = \$1920		\$ 1,250	\$5,280	\$ 6,530.00
2	Contractor shall provide labor and material to modify original site drainage and add additional drainage features. See Attachment "B" a. relocate catch basin at fire lane = \$500 Lump Sum Price b. Combine 4" lines in 6" line and extend: \$1000 Lump Sum Price c. add new 24"x 24" at north of fire lane: \$2200 Lump Sum Price d. add new 24" x 24" at turn around area: \$1100 Lump Sum Price e. add 3 new 24" x 24" at north side: \$7485 Lump Sum Price f. provide P.O.C. For new trench drain : \$700 Lump Sum Price				\$ 12,985.00
3	Contractor shall provide labor and material to install fire stopping in the dimmer room ceiling as noted in RFI 442. See Attachment "C" Labor: 1 man x 1 day x 8/hrs. x \$60 = \$480 Material: \$1520 Lump Sum Price		\$ 1,520.00	\$ 480.00	\$ 2,000.00

Subtotal Add	\$ 21,515.00
10% Fee	\$ 2,151.50
Subtotal	\$ 23,666.50
5% GC/Ins. Fee	\$ 1,183.33
Net Add	\$ 24,849.83

Credit

ITEM NO.	DESCRIPTION	RENTAL EQUIPMENT	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Credit for deleting 3 12" x 12" catch basins includes labor and material. See Attachment B d. Lump Sum Price = \$880				\$ 880.00
2	Credit for deleting approximately 10' of trench drain in the fire lane. See Attachment B e. Lump Sum Labor Credit = \$500				\$ 500.00
Subtotal Credit					\$ (1,380.00)

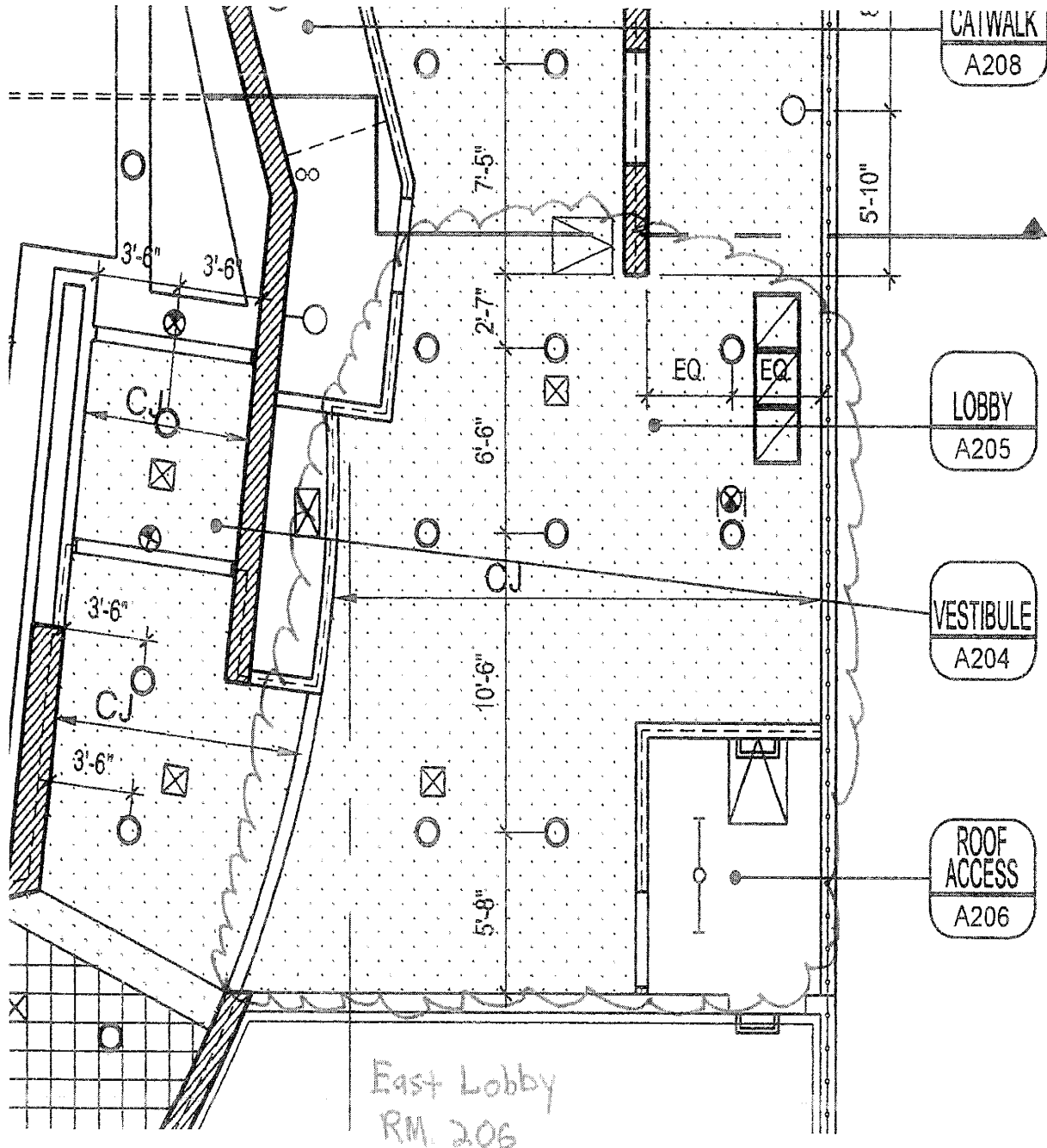
Net Add	\$ 24,849.83
Net Credit	\$ (1,380.00)

FULL AND FINAL TOTAL* \$ 23,470

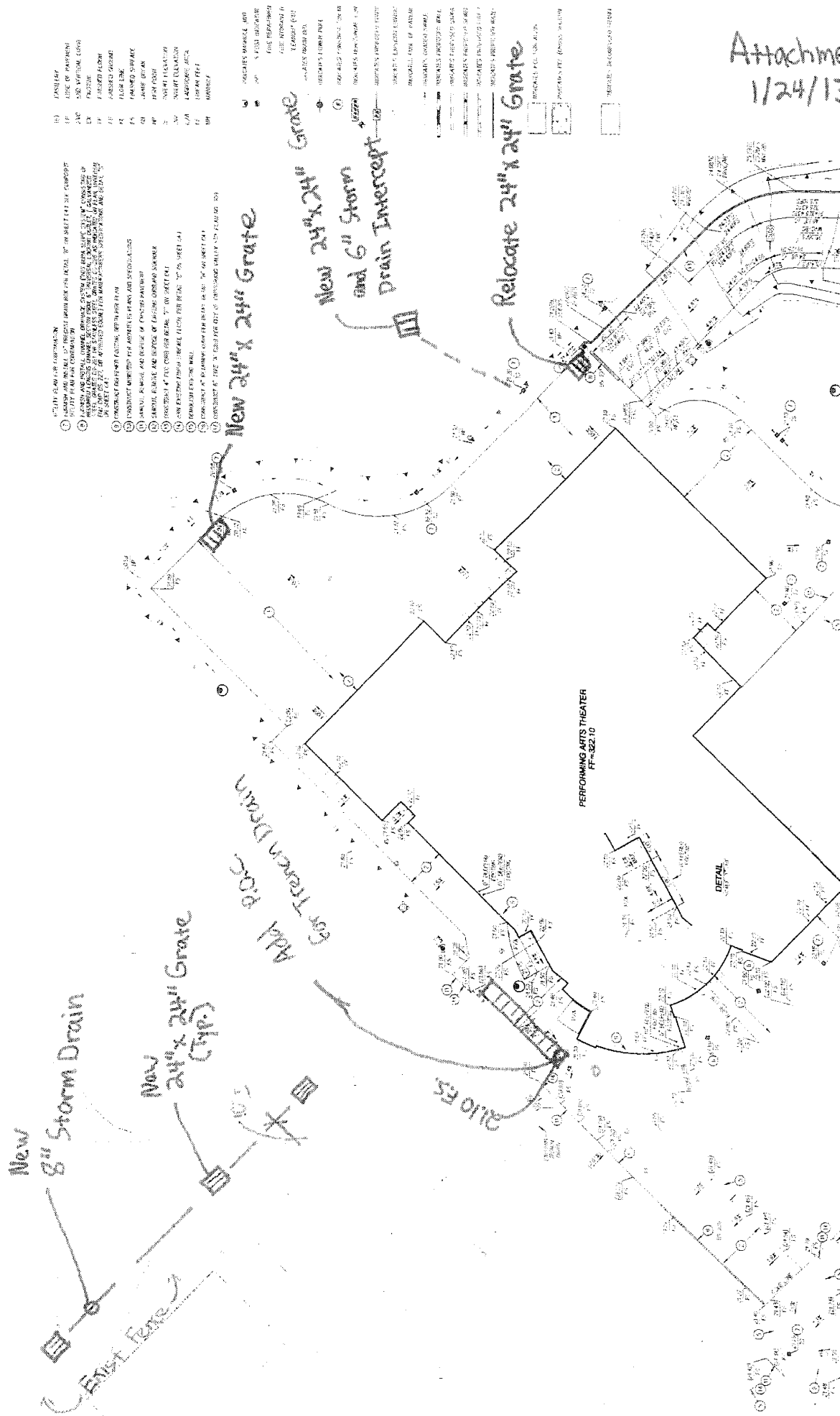
*Rounded to nearest dollar

Attachment "A"

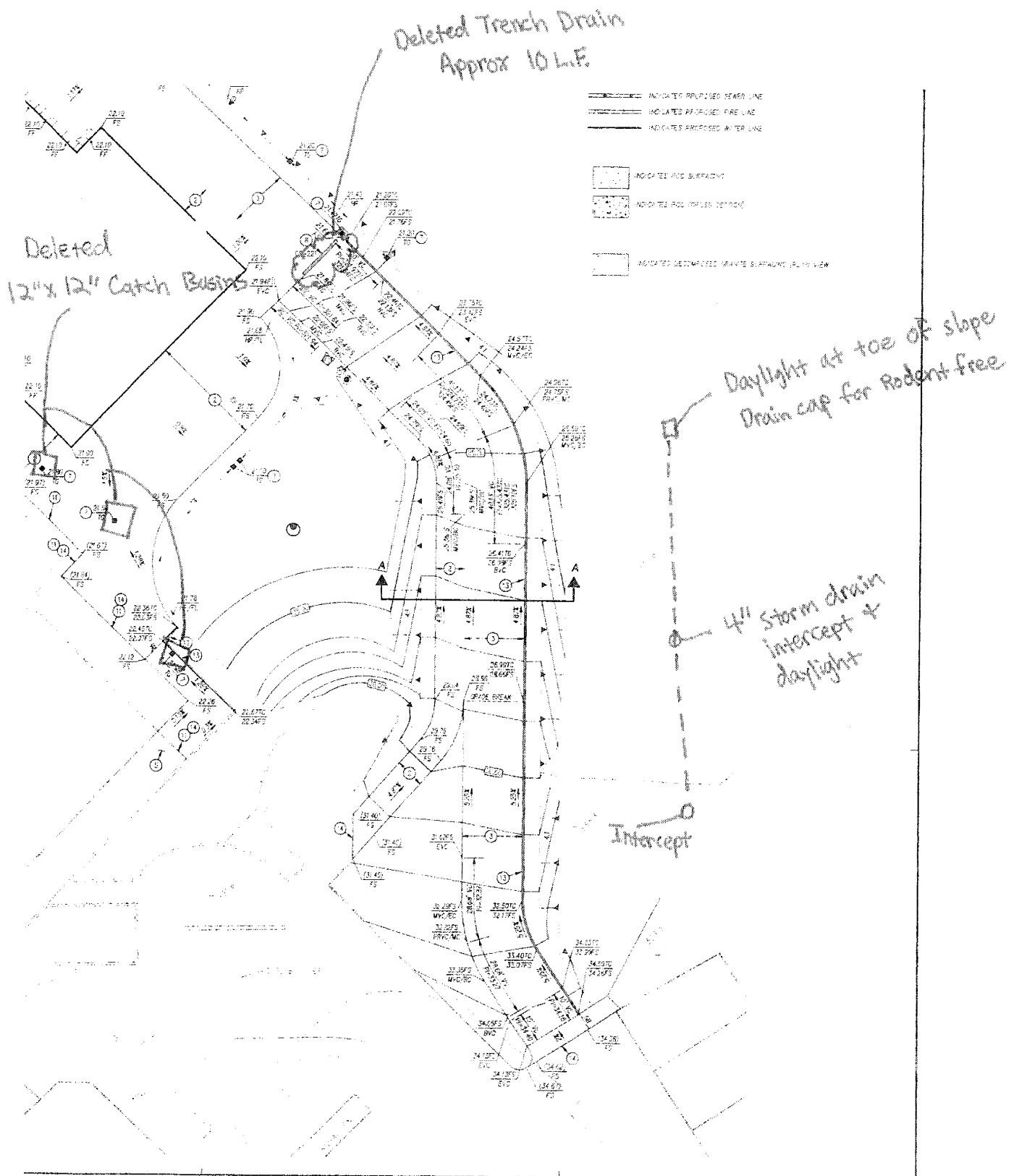
1/24/13



- Lower existing wall-track to + 8° at bottom flange
- Lower installed unistruts at Electrical conduits provide 1" +/- clearance



Attachment "B"
1/24/13



13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 104

[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.: 00442

Title: FIRE PILLOW ASSEMBLY IN DIMMER ROOM

Date: 1/16/2013 Required: 1/18/2013 Answered: 1/21/2013

From: Phil Tanghal
S.J. Amoroso Construction Co., Inc.

To: Korin Lawing
Capistrano Unified School District

Contractor's Request:

In the dimmer room, at the added rated ceiling fire stopping needs to be applied with a pillow application. See the attached fire stopping detail sheet for approval.
If this is not the desired fire stopping application, please provide another.

Proposed Solution:

Please approve assembly.

Owner's Representative's Additional Information:

Architect of Record's Response:

There is no objection to the use of the proposed fire stopping system where conditions require a different system than is detailed on Sheet E9.3.

Commence the work described above immediately. In the event of a dispute of interpretation of the requested work, resolution shall be pursuant to the General Conditions Article 4.5 Disputes.

- ☐ * This response was provided FOR INFORMATION ONLY and does not affect the Contract.
- ☒ * This response is a CLARIFICATION OF THE CONTRACT (NO COST or TIME EFFECT)
- ☐ * This response is a MINOR CHANGE to the Contract with no effect to the Contract cost or time (NO COST OR TIME EFFECT)
- ☐ ** This response CHANGES the Contract with an anticipated effect to Contract cost and/or time. (COST/TIME EFFECT). The District shall issue a Work Order to the Contractor.

* This does not modify contract cost or time - If the recipient believes that the RFI affects contract cost or time, the recipient shall respond in writing in accordance with the Contract.

2 of 3

RFI 442
1.16.13

System No. W-L-1255

September 20, 2011

ANSI/UL1479 (ASTM E814)

F Ratings – 1 and 2 Hr (See Item 1)

T Ratings – 0 and 1/2 Hr (See Item 1)

L Rating At Ambient – 7 CFM/sq ft

L Rating At 400 F – 4 CFM/sq ft

CAN/ULC S115

F Ratings – 1 and 2 Hr (See Item 1)

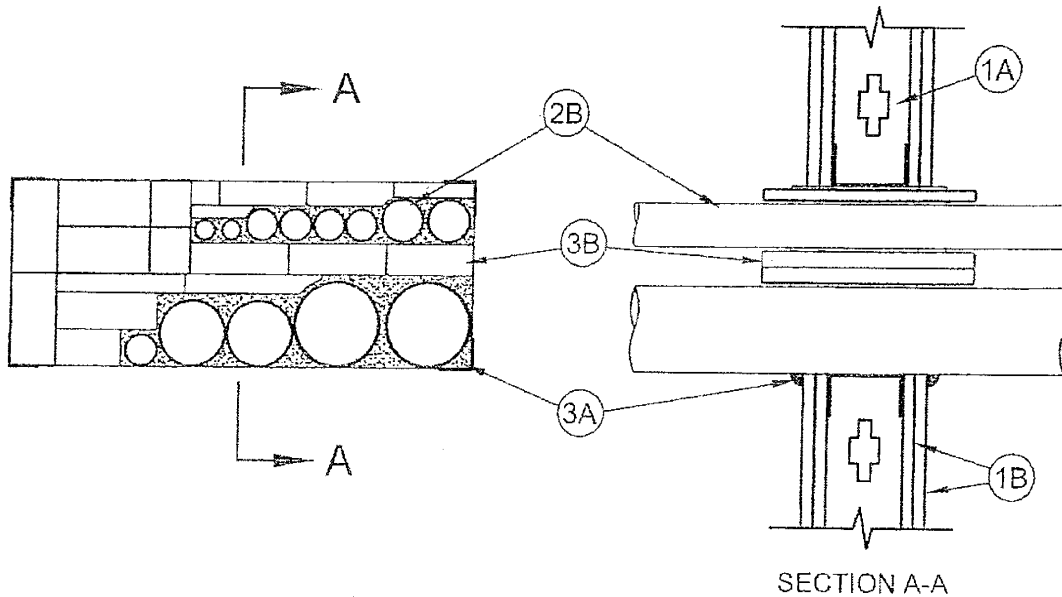
FT Ratings – 0 and 1/2 Hr (See Item 1)

PH Ratings – 1 and 2 Hr (See Item 1)

FTH Ratings – 0 and 1/2 Hr (See Item 1)

L Rating At Ambient – 7 CFM/sq ft

L Rating At 400 F – 4 CFM/sq ft



1. **Wall Assembly** – The 1 or 2 hr fire-rated gypsum board/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:

A. **Studs** – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC. Steel studs to be min 3-5/8 in. (92 mm) wide spaced max 24 in. (610 mm) OC. Additional framing members shall be used to completely frame around opening.

B. **Gypsum Board*** – Thickness, type, number of layers and fasteners as required in the individual Wall and Partition Design. Max area of opening is 225 sq in. (0.15 m²) with a max dimension of 22-1/2 in. (572 mm).

The hourly F and FH Ratings for the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed. The hourly T, FT and FTH Ratings for the firestop system are 0 and 1/2 hr for 1 and 2 hr rated assemblies, respectively.

2. **Through-Penetrant** – One or more nom 4 in. (102 mm) diam (or smaller) rigid steel conduit or electrical metallic tubing (EMT) installed either concentrically or eccentrically within the firestop system. The annular space between conduits or tubing and periphery of opening shall be min 0 in. (0 mm) (point contact) to max 4 in. (102 mm). The horizontal space between conduits or tubing shall be min 1/4 in. (6 mm) to max 4 in. (102 mm). The vertical space between conduits or tubing shall be min 1-1/2 in. (38 mm) to max 4 in. (102 mm). Conduit or tubing to be rigidly supported on both sides of wall assembly.

3. **Firestop System** – The firestop system shall consist of the following:

A. **Fill Void or Cavity Material*** – **Caulk, Sealant or Putty** – Min 1/2 in. (13 mm) thickness of caulk or putty formed to a min 1 in. (25 mm) width and applied within annulus at all corners of opening and extending a min 1 in. (25 mm) in both directions from each corner, flush with both surfaces of wall. Min 1/4 in. (6 mm) thickness; min 2 in. (51 mm) width of caulk or putty wrapped applied around each penetrant such that caulk or putty extends approximately 1/2 in. (51 mm) beyond both surfaces of wall. After installation of pillows (Item 4B) all voids within the opening shall be filled with a min 1 in. (25 mm) thickness of caulk or putty.

3M COMPANY – MPS-2+ or CP 25 WB+ or FB-3000 WT

B. **Fill Void or Cavity Material*** – **Pillows** – Max 9 in. (229 mm) long by 6 in. (152 mm) wide by 2 and 3 in. (51 and 76 mm) thick plastic covered pillows tightly-packed to fill annular space between penetrants and periphery of opening. Pillows installed with 9 in. (229 mm) dimension projecting through wall and centered within the opening.

3M COMPANY – Fire Barrier Pillow or Fire Barrier Self-Locking Pillows

*Bearing the UL Classification Mark

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3 of 3

Through Penetrations

Metallic Pipes

1000 Series

Gypsum

W-L

304

3M Fire Protection Products
www.3m.com/firestop

Product Support Line
1-800-328-1687



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. : 00079
Date: 1/24/2013

Title: Concrete Curbs & Trench Drain

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 and the Contractor it was agreed to add additional concrete curbs, trench drain, and a guardrail in order to ensure student safety and proper water drainage in the concrete sidewalk areas surrounding the new Performing Arts Theater building. Therefore the Contractor shall provide labor and material to install the additional concrete curbs, trench drains, and a 8"x8"x 4" thick Concrete Mock-up, and a guardrail. (Refer to Attachments "A" and "B" dated 1/24/13)

Item #2) Pursuant to a jobwalk with Owner's Representative and the Contractor it was agreed to fine grade and flush grade with the existing concrete sidewalk adjacent to the southern end of the fire lane. As such, the Contractor shall provide labor and material to fine grade the above noted area. (Refer to Attachment "B" dated 1/24/13).

As such, the District determined the additional costs and mutually negotiated the full and final additional costs with the contractor in the amount noted below.

Item	Description	Amount
00001		\$23,862.00

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 **\$23,862.00** ☐ 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		1/28/13
Owner's Representative		1/28/13
Completing Surety		1/28/13
Architect of Record		01/25/13
Inspector of Record		01/25/13

305

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 079

REVIEW

DATA DATE: 01/24/13

Concrete Curbs, Trench Drain, & Guard Rail

Refer to Attachment "A" & "B"

Add

ITEM NO.	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
CUSD					
1	Contractor shall provide labor and material to install approximately 80 l.f. of 4" rolled curb. See Attachment "A". 80 l.f. x \$11/l.f. = \$880 Lump Sum Price				\$ 880.00
2	Contract shall provide labor and material to install approximately 200l.f of 6" high rolled curb. See Attachment "A". 200 l.f. x \$14/l.f. = \$2800 Lump Sum Price				\$ 2,800.00
3	Contractor shall provide labor and material to install approximately 40 l.f. of 6" wide stainless steel trench A.D.A. drain. See Attachment "A". 40 lf.x \$200/l.f. = \$8000 Lump Sum Price				\$ 8,000.00
4	Contractor shall provide labor and material to place approximately 200 s.f. concrete in lieu of the landscape planters. See Attachment "A". Concrete 200 s.f x \$4.00/s.f = \$800 Landscape 200 s.f x \$1.00/s.f = (\$-200) Concrete in lieu of landscape = \$600 Lump Sum Price				\$ 600.00
5	Contractor shall provide labor and material to provide a 8'x8'x4" thick mock-up with concrete exposed river washed pebbles. Mock-up = \$1000 Lump Sum Price				\$ 1,000.00
6	Contractor shall provide labor and material to install approximately 40 l.f. of 6"x 18" curb. See Attachment "B". \$40/l.f. x \$15/L.F. = \$600 Lump Sum Price				\$ 600.00
7	Contractor shall provide labor and materail to install approximately 40 l.f. of 1 1/2" schedule 40 galvanized guardrail with a midrail. See Attachment "B". 2 men x 2 days x 8/hrs x \$60/hr. = \$1920 Material = \$1280 Lump Sum Price				\$ 3,200.00
8	Contractor to provide labor and material to fine grade to flush grade with existing concrete adjacent to the southern end of the fire lane. See Attachment "B". Grader \$190/hr. x 8/hrs = \$1520 Move on Cost = \$1100 2 men x 8/hrs x \$60/hr. = \$960	\$ 1,520.00	\$ 1,100.00	\$ 960.00	\$ 3,580.00

Subtotal Add \$ 20,660.00

Subtotal Add \$ 20,660.00

10% Sub Fee \$ 2,066.00

Subtotal \$ 22,726.00

5% G.C./Ins. Fee \$ 1,136.30

FULL AND FINAL TOTAL* \$ 23,862

*Rounded to nearest dollar



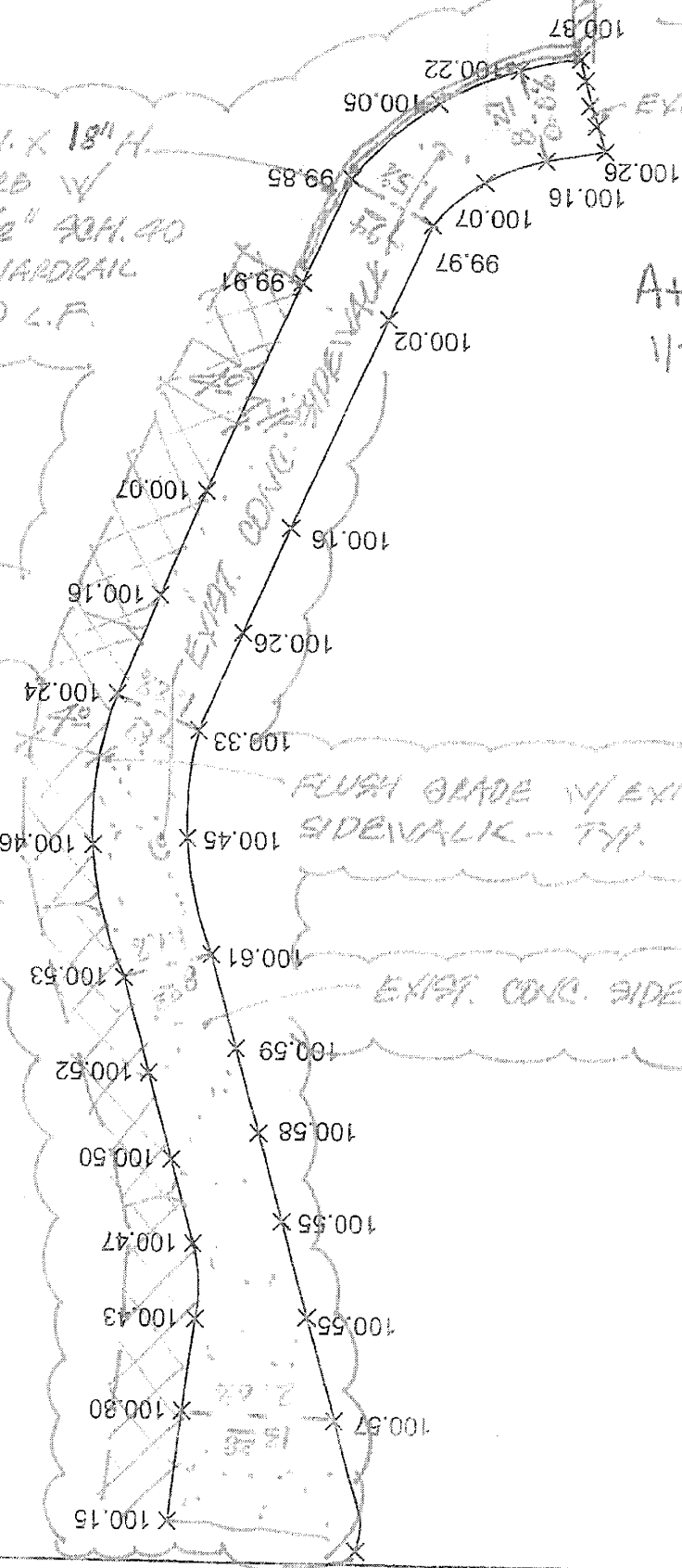
NEW 6" W. X 18" H.
CONC. CURB W/
+ 42" 1 1/2" 90H. 40
GALV. GUARDRAIL
APPROX TO L.F.

Attachment "B"
1/24/13

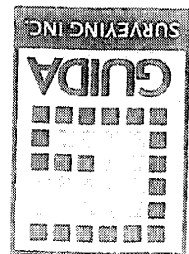
MAY
SLOPE
DROP 2"

FLUSH GRADE W/ EXIST. CONC.
SIDEWALK - TYP.

EXIST. CONC. SIDEWALK



PROJECT/TRACT DESCRIPTION: CRESTADO VALLEY
DATE: 1/13/13
METHOD: EDM
JOB NUMBER: 0110-01191
INDEX PAGE #: 308
DESC: WALK, AS EXIST. SHEET OF 308





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. : 00080
Date: 1/24/2013

Title: Completion Date Extension

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:

As a result of the revised ceiling work in the A203 Mezzanine Lobby as required by Bulletin 27 the District has elected to extend the overall project completion by 5 working days as non-compensable days in accordance with General Article 63. The completion date has been extended from Friday 5/17/2013 to Friday 5/24/2013 5:00pm P.D.T. This mutually agreed extension specifically, and only, applies to the final project completion date and does not impact any of the other interim milestone dates in the project, as none of these other milestone dates were, in any way, impacted by the ceiling work as noted above.

Proposal Details:

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

COST:

- ☐ Lump Sum **\$0.00** ☐ Not To Exceed _____
- ☐ Time and Materials Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices

TIME:

- ☐ No Change ☐ Time Impact Unknown ☒ Impact to Contract completion is estimated at 7 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		1/28/13
Owner's Representative		1/28/13
Completing Surety		1/28/13
Architect of Record		01/25/13
Inspector of Record		01/25/13

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

Data Date 1/29/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,731,969.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$520,773.00	\$0.00	4.35%
Errors and Omissions	2	\$91,941.00	\$0.00	0.77%
Value Enhancement	3	\$242,705.00	\$0.00	2.03%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$98,457.00)	\$0.00	-0.82%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$756,962.00	\$0.00	6.32%
Percent Change		\$756,962.00	0.00%	6.32%

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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 #1	WO	1	08/12/11	Additional Concrete Paving		\$15,027.00	3		S	Change Order #1	N	09/10/12	
	WO	2	08/12/11	Re-Route 3" Gas Line		\$1,887.00	1		S				
	WO	3	08/12/11	Re-route existing 4" water main		\$23,100.00	1		S				
	WO	4	08/24/11	Re-Route existing 1 1/2" Gas Line		\$2,876.00	1		S				
	WO	5	08/24/11	Lawn and Irrigation Repairs		\$12,890.00	3		S				
	WO	6	08/24/11	Added Downspouts		\$2,772.00	1		S				
Change Order #2	WO	7	09/13/11	Unforeseen Invert Elevation		\$6,283.00	1		S	Change Order #1	N	09/10/12	
	WO	8	09/21/11	Underground Pull Boxes		\$3,176.00	2		S				
	WO	9	09/21/11	Additional Manhole		\$4,204.00	1		S				
	WO	10	09/21/11	Re-Route Ductwork		\$937.00	1		S				
	WO	11	09/21/11	Brick Enhancement		\$3,119.00	3		S				
	WO	12	09/21/11	Temporary Sidewalk		\$1,444.00	3		S				
Change Order #3	WO	13	10/06/11	Credit for Pulbox		(\$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				
	WO	17	11/09/11	Site Preparation for Flow test		\$718.00	1		S				
	WO	18	11/10/11	Required Added Hairpins at		\$462.00	1		S				
Change Order #4	WO	19	11/17/11	Required New Fire Safety Equipment		\$6,468.00	1		S	Change Order #1	N	09/10/12	
	WO	20	11/18/11	Required Fire Rated/Safety Glass		\$7,943.00	1		S				
	WO	21	12/08/11	Added Waterproofing		\$5,936.00	3		S				
	WO	22	12/08/11	Required STC Rated Door		\$2,079.00	2		S				
	WO	23	12/08/11	Required Conduit Unforeseen Conditions		\$2,241.00	1		S				
	WO	24	01/19/12	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	

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

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

Capistrano Valley High School Performing Arts Theater

RESPONSIBILITY CODE LOG

Data Date 1/29/2013

TOTAL ORIGINAL CONTRACT VALUE: \$11,975,007.00
 TOTAL CURRENT CONTRACT VALUE: \$12,731,969.00

Pending \$756,962.00
 \$12,731,969.00

RESPONSIBILITY CODE	No.	VALUATION	Pending	Percent
Differing Conditions	1	\$520,773.00	\$0.00	4.35%
Errors and Omissions	2	\$91,941.00	\$0.00	0.77%
Value Enhancement	3	\$242,705.00	\$0.00	2.03%
Resolution of Claim	4	\$0.00	\$0.00	0.00%
Required Extra Scope	5	\$0.00	\$0.00	0.00%
Optional Extra Scope	6	\$0.00	\$0.00	0.00%
Credit	7	(\$98,457.00)	\$0.00	-0.82%
Other	8	\$0.00	\$0.00	0.00%
Total Approved Change		\$756,962.00	\$0.00	6.32%
Percent Change		6.32%	0.00%	6.32%

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Change Order #7	WO	26	02/22/12	Nelson Studs and Low Block Walls		\$12,112.00	2		S				
	WO	27	03/22/12	RFI #2, #3 Changes and Pullbox Credit		\$10,143.00	2		S				
	WO	28	03/22/12	Revised Fire Sprinkler Calcs		\$924.00	1		S				
	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				
	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				
Change Order #9	WO	34	04/25/12	Window Types O and N		\$9,973.00	2		S				
	WO	35	04/25/12	Inclement Weather Delay April 13		\$0.00	8		S				
	WO	36	05/16/12	Bulletin 2 Changes		\$16,976.00	2		S				
	WO	37	05/16/12	Inclement Weather Delay 4/26 & 5/3		\$0.00	8		S				
Change Order #10	WO	38	05/16/12	Stainless Steel Cable Railing		\$18,711.00	3		S				
	WO	39	05/16/12	Additional DSA Requirements		\$4,047.00	1		S				
	WO	40	05/23/12	RFI reconciliation Meeting 5/18/12		\$8,670.00	3		S				
	WO	41	06/21/12	Temp Fence and Pedestrian Walkway		\$4,546.00	3		S				
Change Order #11	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 #12	WO	46	07/26/12	Steel Connection and Relocation		\$20,010.00	3		S				
	WO	47	07/26/12	Sliding Glass Window RFI 243 & 253		\$13,294.00	3		S				
	WO	48	08/08/12	Bulletin #3R-4 Marlite System		\$24,532.00	3		S				
	WO	49	08/08/12	Roof Drains, C-Channel, Plaster		\$12,289.00	3		S				
Change Order #13	WO	50	08/08/12	Sloped Ceiling, Starwell #1, Hatch		\$19,958.00	3		S				
	WO	51	08/08/12	Furring, Clips, & Plastering		\$22,927.00	3		S				
	WO	52	08/22/12	RFI 268, 272, 291, & Trim		\$16,967.00	1		S				
	WO	53	08/22/12	RFI 233, 277, 295, 300, & 302		\$24,417.00	1		S				
Change Order #14	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 #15	WO	58	09/12/12	Instrument Credit, Rigging, RFI 321		\$4,297.00	1		S				

*NOTE: DSA Change Orders #2 and #4 contain FCD's and have no cost, therefore it is not included in the Responsibility Code Log

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

Capistrano Valley High School Performing Arts Theater

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Data Date 1/29/2013

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\$756,962.00
 \$12,731,969.00

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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 #17	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		U			



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. : 00017

Date: 1/29/2013

Title: Change Order #17

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

Item	Responsibility Code	Days	Change Amount
WO 81	Differing Conditions	0	\$7,674.00

Item #1) Pursuant to the Architect of Record's (AOR) response to Request for Information (RFI) #441, dated 1/15/13 -it was necessary to add splay wires at 22 pendant light location in order to extend and seismically support the lights. As such, the District determined the additional costs associated with the splay wiring and despite numerous attempts could not mutually negotiate the full and final costs with the Completion Surety. Therefore the District has no recourse than to issue this work order unilaterally. The contractor shall provide labor and material to install splay wiring at the pendant lights as noted in RFI #441, (Refer to Attachment "A" dated 1/24/13).

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

The Original Contract Sum was	\$11,975,007.00
Net Change by Previously Authorized Requests and Changes	\$749,288.00
The Contract Sum Prior to This Change Order was	\$12,724,295.00
The Contract Sum Will be Increased	\$7,674.00
The New Contract Sum Including This Change Order	\$12,731,969.00
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		1/30/13
Completing Surety		
Architect of Record		01.30.13
Inspector of Record		01/30/13



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. : 00081
Date: 1/24/2013

Title: RFI 441 Splay Wiring

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 the Architect of Record's (AOR) response to Request for Information (RFI) #441, dated 1/15/13 -it was necessary to add splay wires at 22 pendant light location in order to extend and seismically support the lights. As such, the District determined the additional costs associated with the splay wiring and despite numerous attempts could not mutually negotiate the full and final costs with the Completion Surety. Therefore the District has no recourse than to issue this work order unilaterally. The contractor shall provide labor and material to install splay wiring at the pendant lights as noted in RFI #441, (Refer to Attachment "A" dated 1/24/13).

Item	Description	Amount
00001		\$7,674.00

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 **\$7,674.00** ☐ 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		1/28/13
Owner's Representative		1/29/13
Completing Surety		
Architect of Record		01.25.13
Inspector of Record		01/25/13

Capistrano Valley Performing Arts Theater BID # 1011-11

W.O. # 081

Splay Wiring

DATA DATE: 1/24/13

Add

ITEM NO.					
CUSD	DESCRIPTION	Rental Equipment	MATERIAL	LABOR	SUB TOTAL
1	Contractor shall provide labor and materail to install added splay wires at pendant lights as noted in RFI #441. 2men x 1hr. X 22light x \$60/hr. = \$2640 Splay Wiring Kit 22kits x \$182/kit = \$4004				\$ 6,644.00

Subtotal Add \$ 6,644.00

Subtotal Add \$ 6,644.00

10% Sub Fee \$ 664.40

Subtotal \$ 7,308.40

5% G.C./Ins. Fee \$ 365.42

FULL AND FINAL TOTAL* \$ 7,674

*Rounded to nearest dollar

1/24/13



1 of 3



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

Project: -- 1011-11 CVHS Performing Arts Theater

Contract Number: 1011-11

Purchase Order No.:

DSA Number: 04-110424

REQUEST FOR INFORMATION

RFI No.: 00441

Title: TYPE L LIGHT FIXTURES IN THEATER

Date: 1/15/2013

Required: 1/18/2013

Answered: 1/15/2013

From: Phil Tanghal

S.J. Amoroso Construction Co., Inc.

To: Korin Lawing

Capistrano Unified School District

Contractor's Request:

The fixture schedule calls for type L to be mounted on the catwalk. Type L fixture is a down light, not a pendant hanging light. Being as such, the lights were intended to be attached tight to the underside of the catwalk or catwalk apparatus to meet the design layout as shown on the RCP.

Per the emailed sketch that we received (SKA.079), it seems these fixtures are now to be pendant mounted lights extending further down (approx 10' to 14' +/-) and seismically supported. Please confirm.

Proposed Solution:

Confirm detail.

Owner's Representative's Additional Information:

Architect of Record's Response:

Confirmed. Install as shown on attached sketch SKA-079 dated 1/11/13.

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.

UNIFYING PRINCIPLES

1. Approach All Situations With Integrity

Be honest, open and fair in all circumstances. Have a social conscience; take direction from the client without compromising integrity.

2. Be Creative

Challenge the possibilities by examining the obvious. Develop innovation through a detailed understanding of project needs. Be aware there is always the potential to do something meaningful.

3. Be Dedicated

Be personally committed to and concerned about each project. Honor promises and commitments. Make a meaningful contribution to society.

4. Maintain Open and Clear Communication

Communicate openly and clearly. Be available, sensitive and responsive to concerns raised by others, always striving for solutions.

5. Be Positive

Have a positive attitude. Be supportive of others. Focus on the positive attributes of each project. Gain fulfillment out of doing your best.

6. Believe in People

Respect the inherent worth of each individual. Trust in the nature/goodness of people. Give others the support and opportunity necessary to do their best.

7. Work Together as a Team

Help one another. Appreciate the contribution of each team member. Invite input from others respecting their opinions and participation. Openly share knowledge and experience.

8. Strive for Excellence

Apply to excellence as a goal for all endeavors. Strive to improve the quality of architecture by being creative, knowledgeable, and dedicated.

9. Be Wise

Apply our knowledge and past experiences to improve each new project. Know your limits, seeking assistance when necessary.

10. Consistency of Process

Maintain quality and creativity by utilizing a consistent approach and process.

11. Allow for Individuality and Personal Growth

Encourage individuals to utilize their special talents and to pursue personal interest within the framework of the firm.

12. Be Efficient

Make clear and purposeful decisions. Realize when you reach the point of diminishing returns. Understand the abilities and aspirations of others, matching them with tasks that are both challenging and stimulating.

13. Manage With Goals

Develop and maintain short and long range goals. Make decisions with foresight. Be flexible and responsive to spontaneous opportunities.

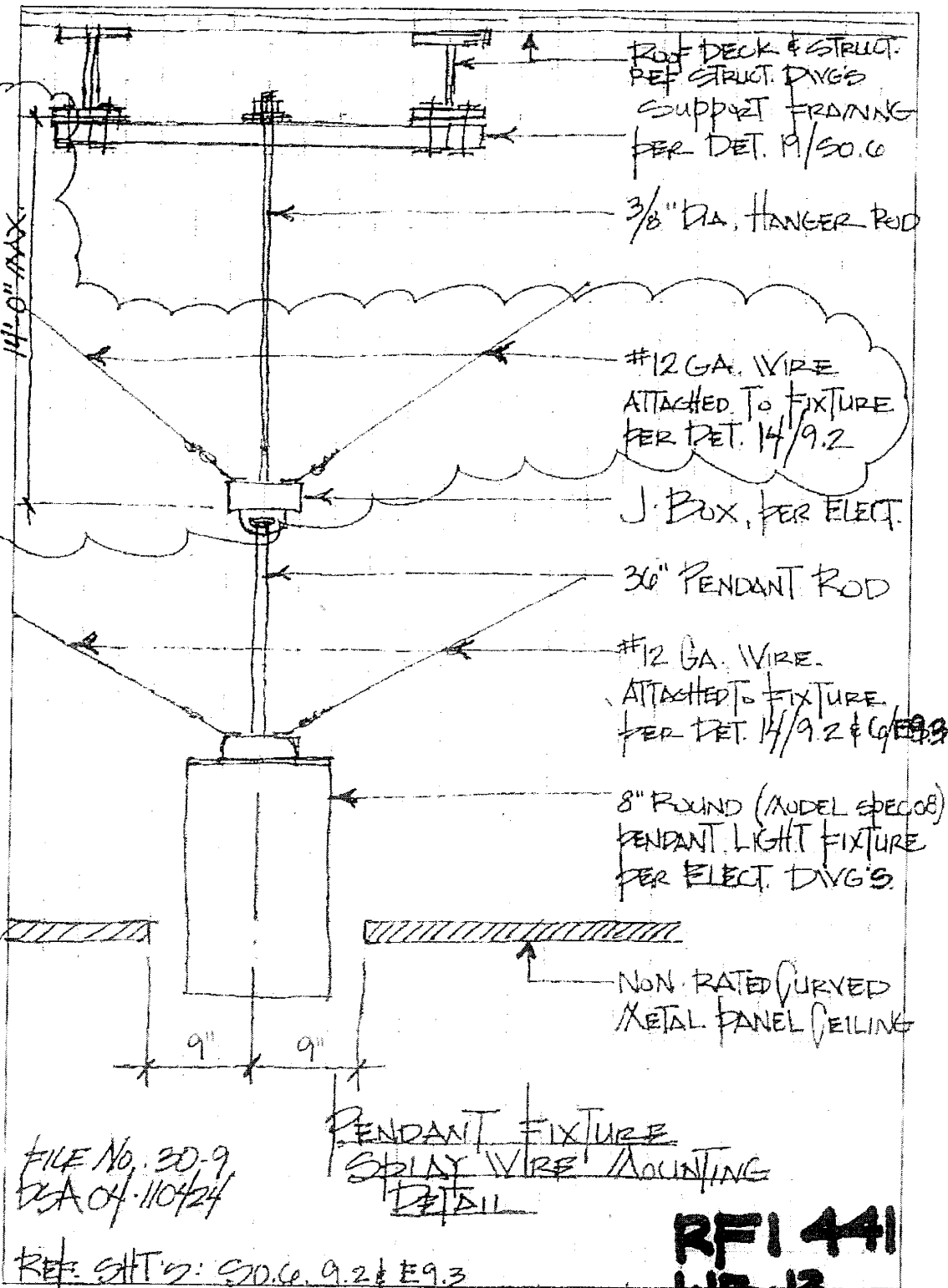
14. Strive for Simplicity

Develop clear solutions based upon a detailed understanding of project focus on providing quality architecture. Keep the bureaucracy to a minimum to the purpose.

Project CVHS-KAT
Subject _____

Project Number 08/400.50
Date 06.11.13

PENDANT LIGHT FIXTURE REVISED DETAIL



FILE No. 30-9
DCA 04.110424

PENDANT FIXTURE
SPRAY WIRE MOUNTING
DETAIL

REF. SHIT'S: 50.0, 9.2 & E9.3

RFI 441

1-13-13

CXA.079

**DRAFT****INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of February 28, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Contemporary Services Corporation

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 event security 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 RFP No. 5-1213 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", page 39, section 6. Cost Proposal. 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 \$80,000 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 February 28, 2013 through February 27, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT**CONTRACTOR**

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

ress _____

il Address: _____

I/SSN _____

EXHIBIT 25**Page 1 of 108****319**

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 within (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 arbitrators; 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 within (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.

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

<p style="text-align: center;">Certificates of Insurance</p> <ul style="list-style-type: none"> ✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04 ✓ Business Auto Liability Insurance ✓ Workers' Compensation and Employers Liability Insurance <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<ul style="list-style-type: none"> ✓ Certification by Contractor Criminal Records Check
<ul style="list-style-type: none"> ✓ W-9
<ul style="list-style-type: none"> ✓ Live Scan (District requires DOJ and FBI clearance)
<ul style="list-style-type: none"> ✓ Conflict of Interest Form

SPECIAL CONDITIONS

The following serves as Special Conditions to Independent Contractor Agreement No. ICA 1213179 and RFP Scope of Services to be Provided.

RFP - Scope of Services to be Provided, Page 10-11, Section A.35, Service Credit, delete section in its entirety and replace with:

Service Credit

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails, in the view of both the District and Contractor, to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

RFP – Scope of Services to be Provided, Page 11-12, Section A.36, Default by Contractor, delete section in its entirety and replace with:

Default by Contractor

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand, with Contractor's consent, a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions in the view of a neutral arbiter agreed upon by both the District and Contractor.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required by any governmental agency.
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

- Remedies in Case of Default:

Should the District determine a contractor to be in default of the contract on the grounds noted

above, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default
- Demand, with Contractor's consent, a Service Credit
- Terminate the contract after Contractor has been given ten (10) days to cure the default.

RFP – General, Page 13-14, Section B.7, Insurance, delete section in its entirety and replace with:

Insurance

Vendor 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 vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor 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, vendor 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. Vendor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, under said policy.

RFP – General, Page 23, Certificate of Liability Insurance, delete and replace with:

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured, subject to and limited by the indemnification provisions of the final agreement between the parties, and certificate holder on the Certificate of Liability Insurance form Accord 25 (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Capistrano Unified School District as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured, subject to and limited by the indemnification provisions of the agreement between the Capistrano Unified School District and Contemporary Services Corporation. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

Independent Contractor Agreement - Page 35, General Conditions, Section 7, Termination, delete section in its entirety and replace with:

Termination

District may terminate the Agreement for cause or upon Contractor's breach of any provision of the Agreement *if*

such breach is not cured within ten (10) days. 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.

Independent Contractor Agreement - Page 35, General Conditions, Section 9, Hold Harmless, delete entire section and replace with:

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, reasonable attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the sole negligence of Contractor or its subcontractors, whether authorized by this Agreement or not. The foregoing duty of Contractor to indemnify shall not apply to any liability, cost or expense arising out of the negligence or willful misconduct of the District, its Governing Board, officers, agents, employees, and volunteers, nor to the independent acts of third parties not affiliated with Contractor. 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.

Independent Contractor Agreement - Page 35, General Conditions, Section 9, Insurance, delete entire section and replace with:

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, subject to and limited by the indemnification provisions of the final agreement between the parties, by separate endorsement under said policy.

ADDITIONAL TERMS

1. STAFF LEVELS

Staffing levels and specific posts will be determined by the District following consultation with CSC. The District shall have the final decision as to the number of CSC's personnel to be used and the deployment (i.e., placement at the job site). the District agrees that for all requests for CSC personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered;

and, (iii) for every ten (10) CSC personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

2. EVENT REPORTING TIMES

CSC requires time prior to an Event for the briefing and distribution of employees at the job site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

3. PAYMENTS AND TERMS

Invoicing: Contractor shall submit invoices to the District on a monthly basis. Each school site will provide Contractor with a purchase order number and contact Contractor directly to schedule services. Invoices must show the hours worked and the hourly rates. Invoices must be submitted separately for each school site services were performed and must reference the purchase order number assigned. Invoices are to be sent to:

Capistrano Unified School District
Attn: Accounts Payable
33122 Valle Road
San Juan Capistrano, CA 92675

Payments: All payments made by the District to CSC to be remitted as follows:

If by mail to: Contemporary Services Corporation
PO Box 511282
Los Angeles, CA 90051-7838

If Via overnight/Fed Ex to: US Bank c/o lockbox 511282
Attn: Wholesale Lockbox
16420 Valley View Ave
La Mirada, CA 90638

4. COMPENSATION

A. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CSC during this Agreement, the rates paid to CSC by the District shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes. There must be a 30 day notice of increase in writing, substantiated by documentation.

B. If DISTRICT requests a specific CSC employee or specifies certain acceptable employees who may work an Event or position, the District shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

C. The District shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)
Martin Luther King's Birthday
Easter Sunday
Memorial Day
Independence Day (July 4)

Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day (December 25)
New Year's Eve

5. EMPLOYMENT OFFERINGS

The District understands the time and expense CSC incurs to recruit and train employees and the District, therefore, agrees not to solicit, offer to hire, or hire, CSC's employees (defined as anyone employed by CSC during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) to provide the same services provided by CSC hereunder either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CSC. The parties agree that it would be difficult and impractical to calculate the damage sustained by CSC and its operations as a result of violation of this paragraph. Therefore, should the District violate this paragraph and not correct such violation within fifteen (15) business days of receiving written notice from CSC, the District agrees to pay a hiring and placement fee to CSC of twenty percent (20%) of the employee's expected first year's gross earnings from the District or five thousand dollars (\$5,000.00), whichever is greater, in recognition of the time and expense incurred by CSC to recruit, hire and train its employees, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

6. RADIOS

The fee for radios will be waived.



REQUEST FOR PROPOSAL

**EVENT SECURITY SERVICES
RFP No. 5-1213**

Contact: Vicki Byers, Purchasing (949) 234-9437

RFP Deadline: Tuesday, December 18, 2012, 10:00 a.m., PST
Capistrano Unified School District
Education Center
Attention: Purchasing Department
San Juan Capistrano, CA 92675

**CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9442**

INTRODUCTION

The Capistrano Unified School District invites qualified contractors to submit proposals for event security services for the District's six comprehensive high schools. Events include, but are not limited to: Homecoming (overnight services may be required), football games, basketball games, graduation, and dances. The contractor shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provisions, terms and conditions set forth in this RFP. A minimum of five years of event security services is required.

The agreement would consist of an initial one-year term with four (4) one-year renewal periods. The firm awarded the contract will be required to sign the District's Independent Contractor Agreement. Sample included in RFP.

Nothing in this Request for Proposal shall be deemed to commit the District to engage with any event security services contractor. All costs associated with any proposal shall be the sole responsibility of the proposer. The District reserves the right to select the contractor that best meets the overall needs of the District.

BACKGROUND

The Capistrano Unified School District serves Southern Orange County. The District has an enrollment of 51,190 students. The District has six comprehensive high schools requiring event security services, Aliso Niguel High School, Capistrano Valley High School, Dana Hills High School, San Clemente High School, San Juan Hills High School, and Tesoro High School.

Instructions for Submitting Proposals for Event Security Services

A. SCOPE OF SERVICES TO BE PROVIDED:

Qualifications, Specifications and Requirements

1. DESCRIPTION OF SERVICES:

Contractor shall furnish all necessary labor, supervision, uniforms, and equipment in accordance with the provisions, terms and conditions set forth in this RFP. A minimum of five years of event security services is required. Proposers are to provide a summary of their firms experience as well as the experience of the upper management and supervisory staff that will be providing services under this contract.

2. LICENSE AND PERMITS:

Contractor and assigned personnel shall possess all licenses and permits required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. **Copies must be submitted with Contractor's proposal.**

3. 24-HOUR COMMUNICATIONS CAPABILITY:

Contractor shall maintain a 24-hour Communications Center. Contractor shall be responsible for the proper operation and security of its pagers, radios, cellular phones and chargers.

4. UNIFORMS AND EQUIPMENT:

Contractor shall provide uniforms to employees who are assigned to work on the contract at no additional expense to those employees of the District. Uniforms shall bear a patch identifying the Contractor. Uniforms are subject to the District's approval. **Pictures of the Contractor's uniform are to accompany the RFP response.**

Contractor shall provide communication equipment, i.e., pagers, 2-way radios and/or cellular phones, to employees who are assigned to work on the contract at no additional expense to those employees. Such equipment shall permit employees to communicate with the 24-hour Communications Center at all times. Each school site will determine its requirement for communication equipment. **Contractors are required to submit, with their proposal, a detailed listing of equipment available to employees.**

Security guards must wear nametags or identification cards with a picture. Contractor shall provide the nametags or identification cards at its expense. Contractor shall ensure that nametags or identification cards are properly worn and displayed. **A sample nametag is to be provided with contractor's proposal response.**

THE GUARDS ARE NOT TO CARRY WEAPONS, BATONS, PEPPER SPRAY OR RESTRAINING DEVICES.

5. BACKGROUND CHECK:

Contractor shall certify that all personnel have successfully passed a criminal background check prior to assignment to the District. All security guards shall complete background checks with the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI).

6. DRUG SCREENING:

Prior to assignment at any District school, all prospective guards must pass a drug test administered at the Contractor's expense. At the minimum, the screen shall include testing of urine samples for marijuana, amphetamines, methamphetamines, cocaine and opiates.

7. ACCOUNT MANAGER:

Contractor must agree to assign an experience account manager who shall be responsible for assuring that all requirements described herein are fulfilled. This person must be a proven manager, who will be able to interact effectively with District management and personnel. Furthermore, higher-level managers shall support the account manager. Account Manager's time is not billable to the District.

8. SUPERVISION:

Supervision of assigned personnel shall be provided with every assignment. Supervisors shall be available to the District facility site supervisors. Supervisors shall conduct on-site inspections of assigned personnel. Supervisors shall have prior security experience, know and understand the operational aspect of the security business, be an appropriate role model, and have an ability to teach, guide, and direct effectively. Supervisors shall employ measurable performance criteria in their evaluation of employees. It is desirable to have supervisors emerge from within the ranks of those assigned to the contract. This achieves continuity and assures that experienced security guards are at the forefront of protecting District students, employees, clients and assets.

9. GUARD EDUCATION AND EXPERIENCE:

Assigned personnel shall possess, at a minimum, either a high school diploma or a General Equivalency Diploma (G.E.D).

Assigned personnel should have prior experience in similar security work, be persons of mature judgment and be able to think and act quickly in an emergency. They must also possess, at the time of assignment, a current permanent Guard Registration Card, issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services, which allows them to be employed by a licensed agency for a two-year period. No employer or employee is exempt from this requirement. This means that the employee is registered with the State of California and has been successfully investigated by the California Department of Justice, Bureau of Criminal Identification and Information.

10. ENGLISH LANGUAGE REQUIREMENT:

All assigned personnel shall be able to read, speak, understand and write the English language. Specifically, assigned personnel shall be able to report emergencies to 911 and each District's emergency responder and write clear and legible Incident Reports. Assigned personnel must be able to read and understand all posted warning and danger signs of potential hazards and safety instructions.

11. PHYSICAL QUALIFICATIONS:

Medical examination of guards to assure their physical fitness shall be conducted at the Contractor's expense, prior to initial request for clearance, and annually thereafter, or more frequently as determined by the Contractor's examining physician.

12. MENTAL QUALIFICATIONS:

Guards must be mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training. Emotional and mental stability are essential since duties normally require contact with the public and quick action under emergency situations.

13. TRAINING:

Contractor shall provide the following training at no additional expense to the District.

- Training of newly assigned guards

Contractor will be expected to provide up to eight (8) hours of training to newly assigned guards. In conjunction with the facility site supervisor, newly assigned guards shall be taught specific post duties, including emergency procedures.

- Training of substitute guards

Substitute guards shall be taught the post duties of their particular assignment.

- Refresher training

Refresher training shall be provided upon request of the District. Refresher training shall be designed to ensure that all security guards are proficient at their post duties. The refresher training shall address any issue brought to the Contractor's attention by the District facility site supervisor, who is requesting the refresher training.

- Health and safety orders

Contractor shall provide safety training as required by the California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

Proposer's response to this RFP must include an outline of Proposer's complete training program.

14. REGISTERED PERSONNEL:

Contractor shall keep records that ensure all assigned guards have received their training, registrations, and permits, as required by State and local authorities. Additionally,

Contractor shall ensure that all guards timely renew their training, registrations and permits as required by State and local authorities. The District may inspect such documentation at any time upon request.

15. POST ORDERS (DUTIES) AND OPERATING PROCEDURES:

Prior to staffing an event, Contractor shall provide the following at no additional expense to the District:

- Meet with the facility site supervisor and review current security guard post orders (duties) and operating procedures;
- Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing;
- Hold an orientation/training meeting with assigned personnel, at which time they shall be given a written copy; and,
- Provide a written copy to the facility site supervisor.

Contractor shall establish a specific set of post orders and operating procedures for each District facility assigned. These post orders and operating procedures shall be completed within ten (10) days following the contract start date. Contractor shall not seek additional monies from the District for establishing the post orders and operating procedures.

16. REVIEW OF POST ORDERS, PROCEDURES & PERFORMANCE:

Contractor shall review the security guard post orders, operating procedures, and performance of security guards with each facility site supervisor on a quarterly basis (sooner if required by the facility site supervisor). Post orders and operating procedures shall be updated as necessary to ensure an optimum level of service and documentation of post orders and procedures. Any revisions shall also be clearly conveyed to assigned personnel, and each shall receive a revised written copy. The facility site supervisor shall also receive a revised written copy.

17. APPEARANCE AND GROOMING:

Assigned personnel shall arrive at work well groomed, in a professional manner, and in the appropriate uniform of the company – complete with badge, company designation patch, nametag, and required communications equipment. Uniforms shall be in respectable condition, fitted properly, cleaned, pressed, and present a professional appearance. Assigned personnel shall not “accessorize” their uniforms. Assigned personnel shall wear their shirts tucked inside their slacks. Assigned personnel shall not lean against walls, stand with their hands in their pockets, or adopt an unprofessional conduct or posture.

The facility site supervisor may dismiss any security guard reporting to duty not properly dressed and equipped for the duration of the shift. Contractor shall immediately replace the dismissed security guard with another guard who is properly dressed and equipped.

In such event, Contractor shall provide a "Service Credit" to the District for the subject shift. (Refer to provision 35 below about "Service Credit").

18. RESPONDING AND REPORTING:

Assigned personnel shall respond to emergencies of every variety requiring immediate action or assistance. Assigned personnel shall call for assistance (911) when necessary. Assigned personnel shall report all emergencies to the designated emergency responder(s) as instructed by the District.

19. INCIDENT REPORTS:

Contractor shall furnish a written report for each incident of injury, security or law violation. Contractor shall furnish a written report within one day of the incident to the facility site supervisor where the incident occurred.

20. GUARD DUTIES:

Typical duties of the security guards at District facilities include, but are not limited to, the following:

- Crowd control
- Secure perimeter
- Surveillance of behavior
- Visual deterrent
- Visual inspections at athletic events and other school functions
- Observe and communicate with school administration regarding specific issues
- Verbal contact with students, community members, staff, and administration
- Assist patrons in finding seats, answering questions regarding seating, using conflict resolution strategies to resolve seating issues, while maintaining aisle and entryway clearance
- Provide incident reporting in writing using District incident protocol (copy provided)
- Monitor admittance of personnel and authorized visitors to school sites
- Making rounds of inspection to determine fences, gates, doors, and windows are properly closed and/or locked or otherwise properly secured
- Investigating unusual or suspicious conditions
- Preventing trespass on, damage to, or theft of property
- Inspecting parking areas
- Enforcing security regulations
- Interacting in a professional manner with the public
- Assist District guests with directions
- Be a visible presence
- Responding to emergencies and/or alarms
- Escorting personnel to or from their automobiles at darkness - early morning, evening or night

- Notifying appropriate District personnel and local authorities when emergencies occur
- Reporting any dishonest or criminal act committed at District event
- Enforcing "no smoking" ordinance
- Traffic control duties may be included in some assignments
- Respond to requests by facility District administrator
- Maintain a visitors log and distribute visitor passes in some assignments
- Report any unsafe or dangerous conditions or circumstance to the District facility manager
- Take direction from school site administration

Events include, but not limited to: Homecoming (may be an overnight assignment), football games, basketball games, graduation, dances, etc.

21. COOPERATION WITH LAW ENFORCEMENT OFFICERS:

Contractor and assigned personnel shall cooperate with law enforcement officers at the event. Assigned personnel may assist with crowd control, if appropriate, in the event of an incident at a District facility.

22. DAILY FIELD ACTIVITY REPORT:

One security guard on each shift at each District facility shall maintain a daily field activity report, summarizing the significant events that occurred during that shift. A copy of such report shall be delivered to the facility site supervisor.

23. ADDITIONAL PERSONNEL:

Contractor shall provide additional personnel upon twenty-four (24) hours advance notice at the contracted rate. Contractor will maintain a reasonable number of trained backup personnel ready to assume assignment at District locations upon request by the District. **A minimum of sixty (60) guards to be available for multiple events during a single time period is required.**

24. SCHEDULE CHANGES:

The District reserves the right to make schedule changes upon twenty-four (24) hour advance notice to Contractor. Schedule changes shall not affect the billing rate agreed upon.

25. DOUBLE SHIFTS:

Contracted security guards shall not work more than twelve (12) hours in any twenty-four (24) hour period. Similarly, security guards with more than one job shall not accumulate more than twelve (12) working hours in any twenty-four (24) hour period.

26. OVERTIME:

The District will pay for only that overtime it authorizes. The District will pay Contractor a rate of one and one-half times the normal billing rate for each person assigned to work overtime.

27. RECOGNIZED HOLIDAYS:

Most District sites are closed and generally do not require security guard services on the following holidays:

- New Year's Day
- Martin Luther King Jr's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Spring Vacation Day
- Memorial Day
- Fourth of July
- Labor Day
- Admission Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

28. OVER-FILLS:

Over-fills occur when Contractor supplies too many guards, guards for longer periods than required, or guards of a higher level of pay than agreed upon between the Contractor and the District for a particular site. The District will pay for only those services requested and agreed to.

29. SHORT-FILLS:

Short-fills occur when Contractor supplies unqualified personnel for the site assigned. The District reserves the right to refuse Contractor's personnel not in compliance with the contract. Overtime will not be paid to Contractor to compensate for shortage of personnel.

30. SHORTFALLS:

Shortfalls occur when the required security services are not supplied at any post or work site. The District will pay for only the actual time worked. If a security guard arrives late for work or leaves early for any reason, those hours will not be paid. The absence of a

security guard at a post or work site without replacement constitutes a shortfall for a portion of a shift and a proportional reimbursement shall be given on the invoice.

The District may request a "service credit" for any shortfall (see "Service Credit" provision below).

31. DOUBLE BANKING:

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, Contractor shall arrange, at its own expense, to have the new individual "double bank" with an experienced employee prior to having the inexperienced individual take over any post on his or her own. Contractor shall bear the associated expense for this double banking.

32. EXCESSIVE TURNOVER:

Excessive turnover of guards will not be tolerated and may be cause for termination of the contract. Supervisor/lead should be consistent at each District site. **Contractor shall provide a list of all personnel assigned to each site at the start of the contract, and shall provide semi-annually, an updated list specifically identifying the personnel that have been added and personnel that have been removed from each District site.**

33. USE OF COUNTY EQUIPMENT:

At no time, shall assigned personnel use District telephones or other equipment for non-District or personal business without prior approval by the facility site supervisor. Unauthorized use of any District equipment may be cause to terminate the guard from District assignment.

34. PERFORMANCE:

Poor performance will not be tolerated. The District reserves the right to refuse or reject any person assigned under the contract either with or without cause. If a person is removed from a District facility at the request of the District, that person is not to be re-assigned to another District facility without first advising that facility site supervisor of the person's previous assignment and the reasons for his/her removal.

35. SERVICE CREDIT:

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the

hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

36. DEFAULT BY CONTRACTOR:

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor, whether or not he or she is considered "on duty" by the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required by any governmental agency.
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract, shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

❖ Remedies in Case of Default:

Should the District determine a contractor to be in default of the contract, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default

- Demand a Service Credit
- Terminate the contract

37. LOCATIONS CURRENTLY SERVICED:

Aliso Niguel High School
28000 Wolverine Way
Aliso Viejo, CA 92656

Capistrano Valley High School
26301 Via Escolar
Mission Viejo, CA 92692

Dana Hills High School
33333 Golden Lantern
Dana Point, CA 92629

San Clemente High School
700 Avenida Pico
San Clemente, CA 92673

San Juan Hills High School
29211 Vista Montana
San Juan Capistrano, CA 92675

Tesoro High School
1 Tesoro Creek Rd.
Las Flores, CA 92688

SAMPLE OF ACTIVITIES

Dana Hills High School

Month	Day	Event	Staffing
August	Friday	Football	6
September	Friday	Football	6
September	Friday	Football	11
September	Saturday	Dance	5
October	Friday	Football	6
October	Friday	Football	6
February	Fri/Sat	Dance	6
April	Friday	Culture Faire	3
May	Saturday	Dance	6
June	TBD	Graduation	10

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Capistrano Valley High School

Month	Day	Event	Staffing
August	Friday	Football	6
September	Friday	WB Dance	6
September	Friday	Football	6
September	Friday	Football	8
September	Saturday	Dance	8
October	Friday	Football	6
December	Friday	Dance	6
March	Fri/Sat	Air Guitar	6
March	Friday	Mall Dance	6
June	Tuesday	Graduation	10

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Aliso Niguel High School

Month	Day	Event	Staffing
August	Friday	Football	7
September	Friday	Football	7
September	Friday	Football	14
October	Saturday	Dance	10
October	Friday	Football	7
October	Friday	Football	7
February	Fri/Sat	Dance	10
April	Friday	Culture Faire	3
May	Saturday	Dance	10
June	Tuesday	Graduation	18

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Tesoro High School

Month	Day	Event	Staffing
August	Friday	FB (2games)	20
September	Friday	FB (2 games)	25
September	HC	FB (parking)	12
September	HC	Dance	12
October	Friday	FB (parking)	10
October	Friday	FB / Dance (mission)	15
February	Saturday	Winter Formal off site	10
May	Saturday	Prom (off site)	5
June	Tuesday	Graduation	10
		OCC off site	

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San Juan Hills High School

Month	Day	Event	Staffing
August	Friday	Football	9
September	Friday	BTS Dance	5
September	Friday	Football	9
September	Friday	Football	9
September	Saturday	HC Dance	6
October	Friday	Football	9
March	Friday	Sadies	6
June	Days prior to graduation	3 nights	4 per night
June	Tuesday	Graduation	6

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San Clemente High School

Month	Day	Event	Staffing
August	Friday	Football	6
September	Friday	Football	6
September	Friday	Football	6
October	Friday	Football	6
November	Friday	Water polo	1
November	Friday	Football	6
February	Friday	Winter Formal	21
April	Saturday	Prom	21
June	Tuesday	Graduation	13

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Dana Hills High School

33333 Golden Lantern St.
Dana Point, CA 92629

Incident Report

My Name: _____

Today's Date: _____ Time of Incident: _____

Where did this happen? _____

When did this happen? _____

Who was involved? _____

List the names of any witnesses: _____

Describe what happened:

I declare under penalty of perjury that what I have written is true and correct to the best of my knowledge.

Signature _____

Please continue on the back of this sheet.

Please complete the back of this sheet and sign your name!

Write any other important information:

I declare under penalty of perjury that what I have written is true and correct to the best of my knowledge.

Signature: _____

Date: _____

B. GENERAL

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with the Capistrano Unified School District's high schools.
2. **Narrative** - Provide a detailed description of your qualifications for providing Event Security Services. Include descriptive and supportive evidence of how your company will maintain a close working relationship with the District's high schools. The narrative should include the following:
 - A. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal showing evidence of successful operation of event security services within a school district. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of Service
 - Description of service
 - Contract amount
 - B. Provide a detailed description of the services you provide to assist the school district with event security. Outline, in detail, the tasks your company will perform to produce information and services requested under the "Scope of Services to be Provided" section above. As necessary, indicate any additional or optional tasks.
3. **Cost Proposal:** Proposers are to provide rates in the format indicated on the Cost Proposal sheet included with this RFP.
4. **Additional Data:** Provide additional information about your company as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.
5. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFP.
6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form included with this RFP.
7. **Insurance** – Vendor 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 vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor 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, vendor 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. Vendor agrees to name District and its officers, agents and employees as additional insureds under aid policy.
Provide a written statement agreeing to carry above coverages.

8. **W-9 Form** – All vendors awarded a contract must provide the following documentation to the District:
 - IRS W-9 Form (Taxpayer Identification Number), Revised October 2007
9. **Non-collusion Declaration** – Complete, sign and date the enclosed form included with this RFP.
10. **Conflict of Interest** – Complete, sign and date the enclosed form included with this RFP.
11. **Tobacco Use Policy** – Complete, sign and date the enclosed form included with this RFP.
12. **Drug Free Workplace Certification** – Complete, sign and date the enclosed form included with this RFP.
13. **Required Submittals** –
 - A. Copies of Contractors and assigned personnel's licenses and permits
 - B. Picture of Contractors uniform
 - C. List of equipment available to employees
 - D. Sample nametag
 - E. Outline of complete training program
 - F. List of personnel to be assigned to contract
 - G. Written statement regarding required insurance coverage

Award of RFP

Award of Proposal - Award will be made to the firm offering the most advantageous proposal for event security services. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. This is a non-exclusive agreement. The District reserves the right to enter into multiple agreements from this RFP.

Award Evaluation Criteria - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

- a. Qualifications/Experience
- b. References/Quality of Services
- c. References/Promptness of Services
- d. References/Reliability/Dependability
- e. Staff Experience
- f. Uniforms
- g. Equipment
- h. Training Program
- i. Proposal Rates
- j. Conformance with the specifications of this RFP
- k. Completeness of Answers

Discussions may, at DISTRICT's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, DISTRICT will not disclose information derived from proposals submitted by competing companies.

Award Selection Process - Selection of qualified companies will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of companies and interviews may be conducted.

KEY ACTION DATES

The anticipated schedule for completion of this procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release	November 19, 2012
RFI's Due	December 10, 2012, 2:00 p.m., PST
Proposal Due Date	December 18, 2012, 10:00 a.m., PST
Interviews	January 7-11, 2013
Award Contract	January 11, 2012

ADDITIONAL INFORMATION

All questions and requests for information must be made in writing and sent to:

Vicki Byers
Purchasing Department
vbyers@capousd.org

The last day to submit requests for information (RFI's) is Monday, December 10, 2012 – 2:00 p.m. PST.

CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED HEREIN IS STRICTLY PROHIBITED.

The proposals must be received by Tuesday, December 18, 2012, 10:00 a.m PST, and addressed to:

Vicki Byers
Purchasing Department
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each vendor.

The emphasis of your proposal should be on completeness and clarity of content. RFP's may be rejected if not prepared in the format described, or if submitted without all required information and signatures.

All materials submitted in response to this Request for Proposals shall become the property of DISTRICT and shall be considered a part of public record.

DISTRICT reserves the right to reject any or all Requests for Proposal.

COST PROPOSAL

Proposers are to provide rates in the format below.

SUPERVISOR

Pay Rate \$_____/hr

Billing Rate \$_____/hr

Overtime Rate \$_____/hr

SECURITY OFFICER

Pay Rate \$_____/hr

Billing Rate \$_____/hr

Overtime Rate \$_____/hr

**CERTIFICATION
REQUEST FOR PROPOSAL
RFP NO. 5-1213 EVENT SECURITY SERVICES
FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

I certify that I have read the attached Request for Proposal – RFP No. 5-1213 Event Security Services for Capistrano Unified School District, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and six (6) copies of the company's proposal in response to this request, completed Certification by Contractor of Criminal Records Check, Non-Collusion Declaration, Conflict of Interest, Tobacco Use Policy, Drug Free Workplace Certification, W-9 Form, and all required submittals, and that I am authorized to commit the company to the proposal submitted.

<hr/> <div style="text-align: center;">Signature</div> <hr/> <div style="text-align: center;">Title</div> <hr/> <div style="text-align: center;">Address</div> <hr/> <div style="text-align: center;">Telephone</div> <hr/> <div style="text-align: center;">Date</div> <hr/> <div style="text-align: center;">E-Mail Address</div>	<hr/> <div style="text-align: center;">Typed or Printed Name</div> <hr/> <div style="text-align: center;">Company</div> <hr/> <div style="text-align: center;">Address</div> <hr/> <div style="text-align: center;">Fax</div> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"><p>If you are bidding as a corporation, please provide your corporate seal here:</p></div>
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CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, _____, certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Terry Fluent at 949-234-9436.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form Acord 25 (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example.

DATE (MM/DD/YYYY)
07/19/2011

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policyees may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE ADDRESS E-MAIL CITY/STATE/ZIP COUNTRY/REGION/STATE		FAX FAX #
INSURERS	INSURER(S) APPROVING COVERAGE	NAIC #	
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER CLAIMS.

[illegible]

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____ **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION
 This endorsement may be used only on policies that contain the following language:

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE**

Name of Person or Organization: CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE RD
SAN JUAN CAPISTRANO, CA 92675

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Professional Liability:	\$1,000,000 minimum limit per occurrence
(Errors & Omissions)	\$2,000,000 minimum general aggregate

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (disregarded entity, C corporation, S corporation) ▶ <input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code	
	UST account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions: You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here Signature of U.S. person ▶ _____ Date ▶ _____		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity.		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____

SIGNATURE AND DATE _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of DISTRICT did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each DISTRICT position held?

- f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, 20____; in the
(Month)

(City) _____ (State) _____

(Signature)

(Printed Name)

(Title)

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the

statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

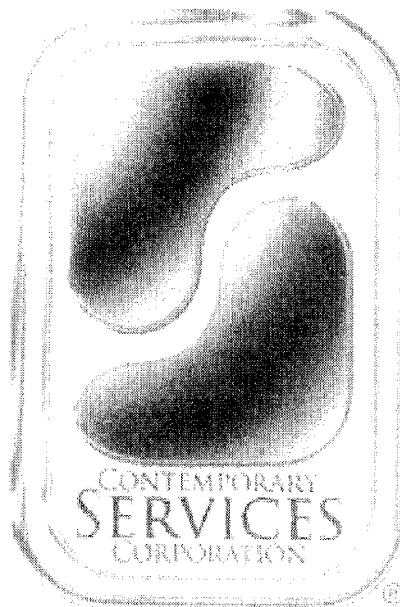
Date

CONTEMPORARY SERVICES CORPORATION

EVENT SECURITY SERVICES

BID NO. 5-1213

CAPISTRANO UNIFIED SCHOOL DISTRICT



Submitted to: Vicki Byers
Capistrano Unified School District
Education Center
Attention: Purchasing Department
San Juan Capistrano, CA 92675
Tuesday, December 18, 2012 by 10a.m. PST

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Staff Roster	

1. EXECUTIVE SUMMARY

Profile

Number of years in business, and operations.

CSC is pleased to have the opportunity to present this proposal for event security services for the Capistrano Unified School District. We are known for providing crowd management and guest services that are unequalled by any other firm in the United States. The top venues and events throughout the country have turned to CSC for reliability, honesty and performance. We seek to raise each client's expectations for crowd management and strive to exceed those expectations.

Contemporary Services Corporation (CSC) was started in 1967 as a peer group security firm. Forty-five years later, CSC has grown to be the nation's leading event and crowd management company. **We payroll 50,000 staff per annum and participate in over 7,000 events per year.**

CSC has 45 offices which cover over 200 major cities across the United States. Additionally, we have the support of two special event teams which cover the Western United States (Special Events 1), and Eastern United States (Special Events 2). Lastly, for projects outside the continental USA, our sister company Contemporary International (CI) runs major events on 5 continents.

Our annual projects include sporting events and venues, performing arts, cultural festivals and fairs, community celebrations, convention centers, awards shows, and political events. To support these, our offices are equipped and trained to rapidly deploy hundreds or even thousands of people at a time.

Contemporary Services bases its success by focusing on quality and innovation within the four key areas of high quality event staff and security management:

- Knowledgeable & Experienced Management
- High Quality Workforce
- World Class Learning & Performance Solutions
- Cutting Edge Technology

CSC's mission is to continually improve industry standards and develop its own capabilities in these key areas to new levels of industry performance.

Our investments in systems, tools, and personnel come together in a product designed to meet the needs of the event industry around the world. We have recruited and retained an outstanding set of professional event managers with the expertise to manage the most comprehensive array of functional areas in the business. Our workforce recruitment, selection and management processes, as well as our access to the nation's largest pool of event staff ensures the most qualified workforce available. We impart our knowledge and experience to that workforce through world class training solutions and continually strive to develop and improve our systems.

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As events become more and more high profile, the complexities of staging them have grown exponentially. Rising entertainment prices have raised the public's expectations of their event experiences. Threats of terrorism and crowd violence require well trained and managed personnel to implement complex security procedures. More than ever, today's event environments rely on the abilities of service providers to help deliver an excellent customer experience and manage risks.

CSC has recruited, developed and retained an outstanding group of professional event managers and support staff with the expertise to manage the most comprehensive array of functional areas and venues in the business. We develop that knowledge and competencies through continual improvement systems. Our personnel are trained security and crowd management professionals.

Recruiting, training, scheduling and managing a large workforce can be an administratively intensive experience. Even with an experienced HR team, each workforce member can require multiple personal support interactions. To efficiently deal with this workload, a workforce management system must accurately and efficiently track each step of the process and its myriad activities. Because of this enormous task, CSC's sister company ProtaTech developed a customized software support system that successfully manages recruitment, scheduling, training, and deployment of staff in all of our national business units. The software is web based, fully integrated, and rapidly deployable. This system also allows for scanned "real-time" check-in and check-out of employees at the events so staffing levels and costs can be viewed in real time.

CSC's management team, corporate infrastructure and support, chain of command approach, training, and quality supervision are what set us apart from other crowd management companies. We have found that investing our revenue and resources back into our clients' programs assures long range success over short term profits.

This infrastructure, national presence, and sizable team make our firm uniquely positioned to achieve and exceed your service goals for your events.

Our investments in systems, tools and personnel come together in a fully-managed service to meet the event staffing and security needs of event organizers around the world.

CSC's proven tools and experience are particularly valuable during the planning phase. Our capabilities during this stage include:

- | | |
|--|---|
| ■ Advice and support | ■ Event communications planning |
| ■ Manager development | ■ Event Security and venue access planning |
| ■ Planning and operational documentation | ■ Crowd management planning |
| ■ Staffing and HR planning | ■ Resource planning |
| ■ Workforce planning and training | ■ Integration and coordination across major areas |

In addition, CSC provides overall, event day services and venue management in areas such as:

-
- | | |
|---|--|
| ■ Crowd Management & Pedestrian Flow | ■ Public Information Services |
| ■ Event Security & Guard Services | ■ Lost & Found Services |
| ■ Executive Security & Talent Protection | ■ Vehicle Parking Services |
| ■ Pedestrian & Vehicle Security Screening | ■ Quality Control & Guest Experience |
| ■ Asset Protection & Loss Prevention | ■ Access Control & Monitoring (interpretation and enforcement) |
| ■ Ticket Taking | ■ Field & Staffing Support Operations |
| ■ Ushering | ■ Accessibility Operations |
| ■ Spectator Marshalling | ■ Event Communications |
| ■ Field Security Marshalling | ■ Hospitality/Guest services |
-

Included in this response is an overview of our Qualifications, Experience, Training Prospectus, Operations Plan, References, Management Capacity, and our Operations and Guest Services Philosophy, as well as technology that will demonstrate that we are the proven leader in the industry for the services requested. CSC utilizes a proprietary workforce management system that encompasses its employee database, training records, scheduling program, invoicing program, and payroll.

We are confident that our abilities and expertise would serve as a good match to assist you with your current facilities.

If you have any questions concerning this proposal, please call me at (954) 444-2582 or e-mail via jbrock@csc-usa.com or contact Paul McDermott at (714) 296-7908 or e-mail via pmcdermott@csc-usa.com.

Sincerely,



J. K. Brock III

Vice President, Operations

This document is not to be used for any purpose other than the one for which it was prepared. It is the property of CSC Corporation and its subsidiaries. It is to be kept confidential and its use is to be limited to the specific project for which it was prepared.

2. EXPERIENCE – COMPARABLE CONTRACTS

Current Clients & Events

CSC has always looked toward long-term success. We look to work with our clients to improve their crowd management programs. CSC has maintained its original clientele for over four decades by continuing to improve and evolve so as to maintain the highest standards in the industry. Contemporary Services Corporation has been providing crowd management and security services since 1967. During this time, CSC has worked at many venues and on many different types of events.

While a full list would be too lengthy for this proposal, the following gives a broad overview and some highlights of our over four decades of service.

CSC has extensive experience delivering high-quality, dependable services for hundreds of special events in the U.S. The following is a partial list of **current** clients:

UNIVERSITIES AND COLLEGES

American University	- 1986 to present
Baylor University	- 2009 to present
Belmont University	- 2003 to present
Cal State University – East Bay	- 2008 to present
Cal State Fullerton	- 1986 to present
Cal State Long Beach	- 2007 to present
Cal State San Bernadino	- 2004 to present
Columbia University	- 2006 to present
Drake University	- 2011 to present
Florida Atlantic University	- 1999 to present
Florida State University	- 2009 to present
Fresno State University	- 1988 to present
George Mason University	- 1986 to present
George Washington University	- 1986 to present
Georgia State University	- 2009 to present
Georgia Tech	- 2010 to present
Howard University	- 1992 to present
Iowa State University	- 2011 to present
Jacksonville University	- 2006 to present
Kennesaw State University	- 2009 to present
La Salle University	- 1999 to present
Lipscomb University	- 2007 to present
Loyola University	- 2002 to present
Marquette University	- 2001 to present
Middle Tennessee State University	- 2002 to present
Ohio State University	- 2004 to present
Ohio University	- 2005 to present

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Princeton University	- 2003 to present
San Francisco State University	- 2005 to present
San Jose State University	- 1997 to present
St. Josephs	- 2007 to present
Temple University	- 1996 to present
Tennessee State University	- 1999 to present
Texas A&M University	- 2003 to present
Texas Christian University	- 2003 to present
Texas State University	- 2008 to present
Trinity College	- 2005 to present
University of Buffalo	- 2009 to present
University of California, Los Angeles	- 1974 to present
University of California, Riverside	- 1999 to present
University of Central Florida	- 1988 to present
University of Connecticut	- 2008 to present
University of Delaware	- 2008 to present
University of Florida	- 1990 to present
University of Georgia	- 2002 to present
University of Hartford	- 2005 to present
University of Louisville	- 2010 to present
University of Massachusetts	- 2006 to present
University of Maryland	- 2001 to present
University of Maryland Baltimore County	- 1999 to present
University of Memphis	- 1991 to present
University of Miami	- 1988 to present
University of Minnesota	- 2009 to present
University of North Florida	- 1999 to present
University of North Texas	- 2005 to present
University of Northern Colorado	- 1996 to present
University of Oklahoma	- 2004 to present
University of Pennsylvania	- 1996 to present
University of San Francisco	- 2007 to present
University of Southern California	- 1971 to present
University of Tennessee	- 2007 to present
University of Texas – El Paso	- 2005 to present
University of Washington	- 1999 to present
University of Wisconsin, Milwaukee	- 2001 to present
Vanderbilt University	- 2003 to present
Wake Forest University	- 2010 to present
Wesleyan University	- 2007 to present
Western Kentucky	- 2009 to present
West Virginia University	- 1998 to present
Yale University	- 2005 to present

NCAA Bowl Games

BCS National Championship Game - 1999, 2001, '02, '03, '05, '09, '10

AutoZone Liberty Bowl

Bell Helicopter Armed Forces Bowl

Brut Sun Bowl

Champs Sports Bowl

Capitol One Bowl

Chick-fil-A

Eagle Bank Bowl

FedEx Orange Bowl

Franklin American Mortgage Music City Bowl

Military Bowl

Progressive Gator Bowl

Texas Bowl

Rose Bowl Game presented by Vizio

"CSC's professionally managed team, organized approach and emphasis on guest services, are only a few of the reasons why they remain the obvious choice among service providers." ~ Darryl Dunn, General Manager, Rose Bowl

OTHER NCAA EVENTS

ACC Men's Basketball Championship

Bank of America Football Classic

Men's and Women's Final Four

Penn Relays

SEC Men's Basketball Championship

SEC Football Championship

The College Football Classic

- Atlanta, GA

- Atlanta, GA

- Various Locations

- University of Pennsylvania

- Atlanta, GA

- Atlanta, GA

STADIUM VENUES

Alltel Stadium

Amon G Carter Stadium

Angels Stadium

BB&T Field

Ben H. Griffin Stadium

Bulldog Stadium

Candlestick Park

Capital One Field at Byrd Stadium

Dolphin Stadium

Drake Stadium

FedEx Field

Floyd Casey Stadium

Fouts Field

Franklin Field

Georgia Dome

Husky Stadium

- Jacksonville, FL

- Ft Worth, TX

- Anaheim CA

- Winston-Salem, NC

- Gainesville, FL

- Fresno, CA

- San Francisco, CA

- College Park, MD

- Miami, FL

- Des Moines, IA

- Washington, DC

- Waco, TX

- Denton, TX

- Philadelphia, PA

- Atlanta, GA

- Seattle, WA

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Jack Trice Stadium
 Kyle Field
 Liberty Bowl
 Lincoln Financial Field
 Los Angeles Memorial Coliseum
 Lucas Oil Stadium
 Milan Puskar Stadium at Mountaineer Field
 Miners Stadium
 M & T Bank
 Ohio Stadium
 Oklahoma Memorial Stadium
 Papa John's Cardinal Stadium
 Qualcomm Stadium
 Ralph Wilson Stadium
 Reliant Stadium
 Rose Bowl
 Sanford Stadium
 Spartan Stadium
 Titans Stadium
 Vanderbilt Stadium

- Ames, IA
 - College Station, TX
 - Memphis, TN
 - Philadelphia, PA
 - Los Angeles, CA
 - Indianapolis, IN
 - Morgantown, WV
 - El Paso, TX
 - Baltimore, MD
 - Columbus, OH
 - Norman, OK
 - Louisville, KY
 - San Diego, CA
 - Buffalo, NY
 - Houston, TX
 - Pasadena, CA
 - Athens, GA
 - San Jose, CA
 - Nashville, TN
 - Nashville, TN

ARENA VENUES

1st Mariner Arena
 American Airlines Arena
 Bradley Center
 City National Grove of Anaheim
 Constitution Hall
 Cow Palace
 First Union Center
 Gaylord Entertainment Center
 Hilton Coliseum
 Hollywood Palladium
 HSBC Arena
 Los Angeles Sports Arena
 Memorial Coliseum
 Nationwide Arena
 Reliant Arena
 San Jose Event Center
 Smith Center
 Verizon Center
 Wells Fargo Arena
 XL Center

- Baltimore, MD
 - Miami, FL
 - Milwaukee, WI
 - Anaheim, CA
 - Washington DC
 - San Francisco, CA
 - Philadelphia, PA
 - Nashville, TN
 - Ames, IA
 - Hollywood, CA
 - Buffalo, NY
 - Los Angeles, CA
 - Jacksonville, FL
 - Columbus, OH
 - Houston, TX
 - San Jose, CA
 - Washington DC
 - Washington DC
 - Des Moines, IA
 - Hartford, CT

AMPHITHEATRE and THEATER VENUES

Alpine Valley Music Theater
Artpark Theater
Campbell Heritage Theater
Comcast Theater
Cricket Wireless Amphitheater
Cruzan Amphitheater
Darien Lake Performing Arts Center
Hollywood Bowl
Lisner Auditorium
Lyric Opera House
Masonic Auditorium
Oakland Paramount
Ponte Vedra Concert Hall
San Manuel Amphitheater
St Augustine Amphitheater
Tulalip Amphitheater
USANA Amphitheater
USANA Amphitheater
Verizon Wireless Amphitheater
Verizon Wireless Amphitheater

- East Troy, WI
- Lewiston, NY
- Campbell, CA
- Hartford, CT
- Chula Vista, CA
- West Palm Beach, FL
- Darien Center, NY
- Hollywood, CA
- Washington, DC
- Baltimore, MD
- San Francisco, CA
- Oakland, CA
- Ponte Vedra, FL
- Devore, CA
- St Augustine, FL
- Marysville, WA
- West Jordan, UT
- West Jordan, UT
- Irvine, CA
- Maryland Heights, MO

"I wanted to take some time and send you a quick note explaining my appreciation for you and your staff this past weekend at Alpine Valley for the 2 sold-out Phish shows.

Your staff performed flawlessly all weekend. You guys were on time. Your numbers were there. You controlled the perimeter better than I've ever remembered it being controlled during a similar show. You were patient with us when we kept telling you to lighten the search when we were getting crushed at the gates.

This weekend was hugely successful for Alpine and Live Nation -- and I know that you and CSC were a huge part of the success. I look forward to CSC being onsite for the remainder of the season and this relationship continuing for years down the road." ~ David Shaw, General Manager, Chicago - Amphitheatres

Major League Baseball

Florida Marlins Baseball
Kansas City Royals Baseball
Los Angeles Angels of Anaheim Baseball
Washington Nationals

- 1994 to present
- 2009 to present
- 1995 to present
- 2005 to present

NFL

Atlanta Falcons	- 2001 to present
Buffalo Bills	- 2004 to present
Houston Texans	- 2002 to present
Indianapolis Colts	- 2002 to present
Jacksonville Jaguars	- 1995 to present
Kansas City Chiefs	- 2010 to present
Miami Dolphins	- 1987 to present
Philadelphia Eagles	- 2003 to present
San Francisco Forty Niners	- 1986 to present
St. Louis Rams	- 2005 to present
Tennessee Titans	- 1999 to present
Washington Redskins	- 1986 to present

NBA/WNBA

Miami Heat Basketball	- 1988 to present
Washington Wizards Basketball	- 1999 to present

MISCELLANEOUS SPECIAL EVENTS

Atlanta Beat Women's Soccer	- Atlanta, GA
Barrett Jackson Collector Car Auctions	- Various Venues
Big Muddy Blues Festival	- St Louis, MO
Concours D'Elegance Car Show and Auction	- Amelia Island, FL
DirectTV Beach Bowl	- Dallas, TX
Go St Louis Marathon	- St Louis, MO
Hy-Vee Triathlon	- Des Moines, IA
Iroquois Steeplechase	- Nashville, TN
Mardi Gras Grande Parade Day	- Soular, MO
MLB All Star Game	- Various Locations
NBA Hall of Fame Induction Ceremony	- Hartford, CT
Rock and Roll Marathon	- Various Locations
Taste of St Louis	- St Louis, MO
Universal Studios	- Orlando, FL
Vans Warped Tour	- Various Locations
Washington Kastles (WTT) World Team Tennis	- Washington, DC
Westworld -- Barrett Jackson Collector Car Auction	- Scottsdale, AZ

SPECIAL EVENTS

FIFA

Men's World Cup 1994	Rose Bowl	- Pasadena, CA
Men's World Cup 1994	Stanford Stadium	- Palo Alto, CA
Men's World Cup 1994	Soldier Field	- Chicago, IL
Men's World Cup 1994	RFK Stadium	- Washington, DC
Men's World Cup 1994	Citrus Bowl	- Orlando, FL
Women's World Cup Soccer 1999	Rose Bowl	- Pasadena, CA
Women's World Cup Soccer 1999	Stanford Stadium	- Palo Alto, CA
Women's World Cup Soccer 1999	Foxboro Stadium	- Foxboro, MA
Women's World Cup Soccer 1999	Spartan Stadium	- San Jose, CA

INTERNATIONAL

1996 Summer Olympics	- Atlanta, Georgia
2000 Summer Olympics	- Sydney, Australia
2002 Winter Olympics	- Salt Lake City, Utah
2004 Summer Olympics	- Athens, Greece
2006 Winter Olympics	- Turin, Italy
2006 Commonwealth Games	- Melbourne, Australia
2010 Winter Olympics	- Vancouver, Canada
2010 G8/G20 Summit	- Toronto, Canada

CSC also currently provides services for four (4) of the schools listed in this RFP as well as one additional high school.

Client / Project	Current References	Contact Details
Aliso Niguel High School Provide services for football games and dances	Manoj Mahindrakar Services provided since 2010 Contract Amount: \$6,000	28000 Wolverine Way Aliso Viejo, CA 92656 949.831.5590
Capistrano Valley High School Provide services for football games and dances	Steven Bryant Services provided since 2010 Contract Amount: \$12,000	26301 Via Escolar Mission Viejo, CA 92692 949.364.6100 ext. 2219
San Clemente High School Provide services for football games and dances	John Dowell Services provided since 2010 Contract Amount: \$11,000	700 Avenida Pico San Clemente, CA 92673 949.492.4165
Dana Hills High School Provide services for football games and dances	Ken Nedler Services provided since 2011 Contract Amount: \$4500	3333 Golden Lantern Dana Hills, CA 92629 949.496.6666 ext. 2200
Santa Margarita Catholic High School Provide services for football games and dances	Sammer Darazeh Services provided since 2012 Contract Amount: \$13,000	22062 Antonio Parkway Rancho Santa Margarita, CA 92688 949.766.6050

Additional references from experience list available upon request.

Professional Affiliations

CSC maintains membership, sponsorship, and/or board positions in the following organizations:

- CAOS – College Athletic Operations Seminar
- CEFMA – Collegiate Event & Facility Management Association
- TEAM – Techniques for Effective Alcohol Management
- IAVM – International Association of Venue Managers
- SMA – Stadium Managers Association
- ASIS International – formerly American Society for Industrial Security
- IACP – International Association of Chiefs of Police

3. FINANCIAL STATEMENT

Financial Overview

CSC has maintained financial stability throughout its history. In CSC's 45+ years of existence, it has remained profitable and has never missed a payroll. Additionally, CSC has a \$5,000,000 credit facility with Wells Fargo Bank for CSC's working capital needs and to address the seasonality of CSC's core crowd management business. CSC's financial statements are reviewed by Crowe Horwath International CPA's under generally accepted accounting principles (GAAP).

"All financial data and analysis is confidential and proprietary information belonging to Contemporary Services Company and is not to be reworded, copied or used without the express written permission."

4. PROJECT ORGANIZATION – MANAGEMENT STAFF

Non-Billable Corporate Support Staff Overview

The corporate headquarters is located in Northridge, CA. From there the operations of the 45 branch offices are directed. All affiliated companies are also directed from Northridge.

Damon Zumwalt, CEO, and corporate support staff, manage the corporation. They make corporate policy decisions, as well as, consult with the branch offices on operational issues. This gives the branch offices over eighty years of combined experience in the crowd management field.

In addition to our owner, a senior management team in the corporate office shares the responsibilities of Administration, Field Operations, Client Affairs and Legal Affairs.

Regional Managers oversee the branch operations. They are responsible for making sure that the branch is carrying out their day-to-day operations properly. They check with clients to ensure delivery of services and coordinate with the corporate office to make sure that the branch is meeting its obligations on the business side of the operation. The regional managers report directly to senior management.

Each branch office has a manager. This person is responsible for the day-to-day operation of the branch. He makes personnel decisions, oversees the event scheduling operation, consults with the clients on crowd management issues and directs the CSC event operation. He reports his regional manager regularly and to the senior management at corporate headquarters on a weekly basis.

Event supervisors work with the branch manager and assistant branch manager to direct the line employees. CSC asks its supervisors to teach, coach, and oversee employees. They must teach the employees their post instructions. They must then step back and watch the employees carry out their jobs. If employees do their jobs improperly or break CSC rules of conduct, the supervisor must step in and coach the employees on how to do their jobs properly.

The Orange County Branch is a separate entity responsible for revenue and operational goals lead by Paul McDermott who reports directly to the President and VP's. The branch runs their operations with a structured management system. Directors of Operations, a Human Resources, Training Manager, Office/Payroll Manager, Schedulers, Logistics, multiple Event Managers, and various support part-time event staff.

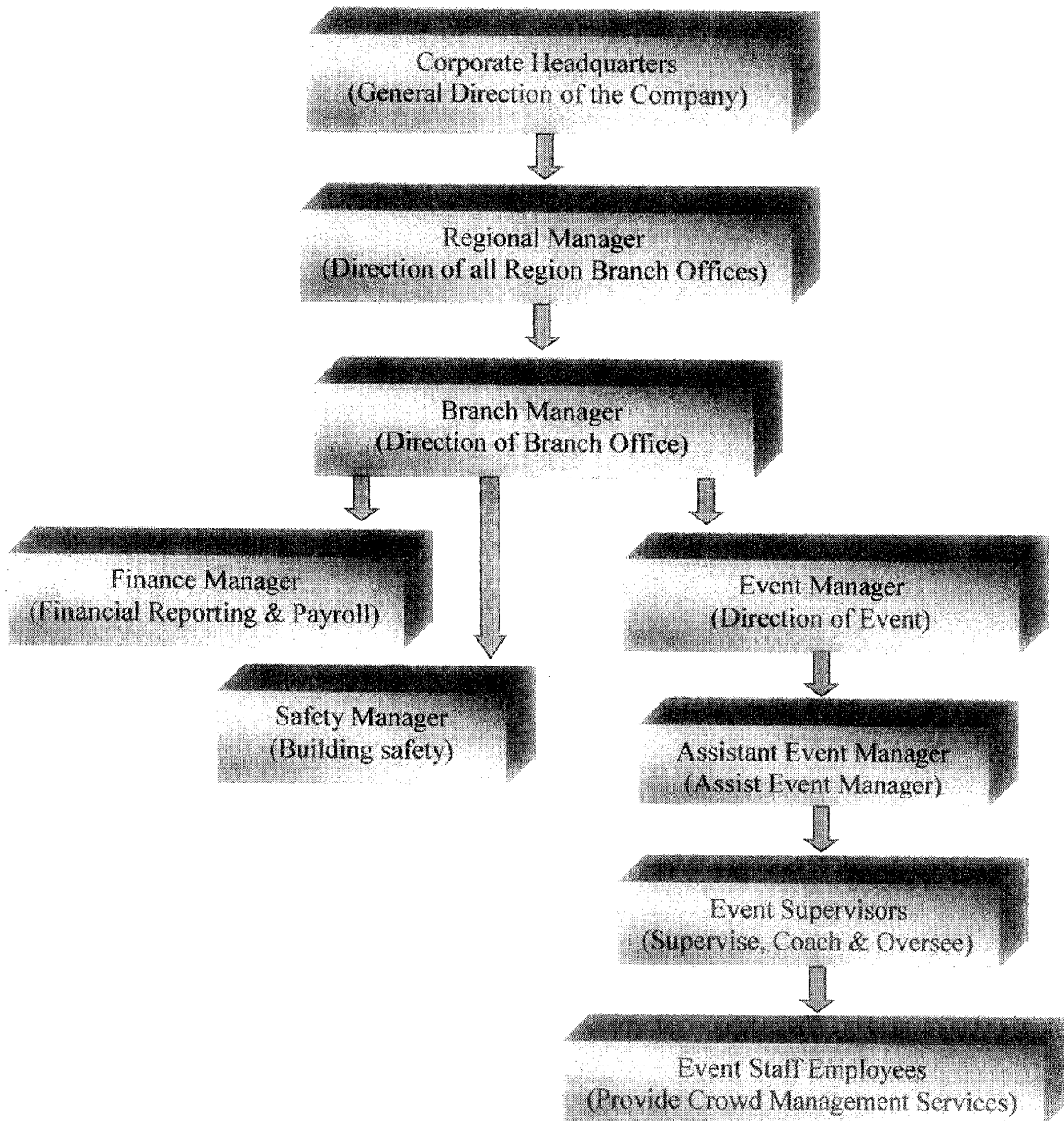
Orange County is the local office which would provide services (600 staff). The San Bernardino Branch (700 staff) and the Los Angeles Branch (3700 staff) would support their efforts if needed, bringing total available staff to over 5,000.

Management Staff Overview

<i>Project Leaders</i>	<i>Short Biography/Job Description</i>
Paul McDermott Branch Manager	<p>Paul is the Orange County Branch Manager and has been with Contemporary Services Corporation for eleven (11) years. He oversees operations in Orange, Inland Empire and San Diego Counties. Prior to this position, Paul was the CSC venue manager for Angel Stadium and Verizon Wireless Amphitheater. During this time he handled operations for several major concert events as well as the 2002 World Series.</p> <p>Paul has extensive experience in crowd management as well as being well-versed in scheduling, finance and managing employees. He has been heavily involved in all areas of security and crowd management. Paul's recent projects include the planning and implementation of security and crowd management for the 2010 Major League Baseball All Star Festivities, which included the games, the fan fest and the gala ball, totaling over 14,000 hours of coverage.</p> <p>Paul was involved with the Anaheim / Santa Ana Urban Area Security Initiative (UASI) in collaboration with the California Governor's Office of Homeland Security in conducting a High Explosive Attack Tabletop Exercise to review issues surrounding a terrorist attack on entertainment venues.</p> <p>Paul graduated from La Salle University 1991 with Bachelor of Science in Business Administration with a Major in Accounting. He attended the university on a soccer scholarship. After college, Paul spent 21 years in the information technology industry. He joined CSC in 1998 as an event staff and was promoted throughout the years until he became Branch Manager in 2005. NIMS 100, 200, 700 & 800 Certified. Also has completed Active Shooter response training.</p>
<i>Corporate Staff</i>	<i>Short Biography:</i>
Jim Granger President (CSC)	<p>Jim began his career with CSC in June of 1991 as the Director of Operations and has over 22 years of experience in the crowd management field, including management of the CSC Los Angeles branch office. Jim has formulated and executed operational plans at numerous major events, including the Rose Bowl game and Rose Parade, UCLA football, World Cup Soccer, the Super Bowl, USC football, Raiders football and numerous concerts and special events. Prior to joining CSC, Jim spent 15 years working in the field of crowd management and is currently responsible for all of CSC's administrative functions and corporate operations.</p>
Mark Glaser Senior VP - Operations (CSC)	<p>Mark is presently serving as CSC's Senior Vice President of Operations and the Regional Manager for the western branches. Mark began his career with CSC in 1987 while he was a student at the University of Northern Colorado. Today, nearly 25 years later, Mark has a remarkable list of professional achievements including the delivery of 16 Super bowls.</p> <p>Mark completed the Disney Institute's People Management class and received the 1998 CSC Manager of the Year Award. Additionally, he wrote and presented the NFL's Best Practices for Stadium Security and has been the guest speaker at the IAFM's International Crowd Management and Arena Management Conference. He is also a member of Major League Soccer's Safety and Security Committee as well as a Member of IAFM's Life Safety Committee.</p>
Jay Brock VP - Operations (CSC)	<p>Jay started with CSC in 1990 while he was completing his engineering degree at North Carolina State University. After successful management roles with CSC Florida and CSC's expansion office Pittsburgh, in 2001 he was promoted to Regional Manager for the Southeast. Jay currently serves in the position of Corporate Vice President of Operations. Jay led the development of the NFL security best practices program for the NFL Security Task Force sub-committee and traveled throughout the U.S., presenting the final product to NFL team and stadium operations personnel. Holds ICS-NIMS 100, 200, 700a and 800a certification as well as certification from IAFM's Academy for Venue Safety and Security.</p> <p>He has worked with all of major professional sports leagues, multiple university programs, numerous stadium concerts, and an untold number of special events. Jay manages one of the largest operations in CSC's structure and ensures that all of CSC's operations are conducted with the services and detail that our clients have come to know and expect.</p>
Bruce Wagner VP - Operations (CSC)	<p>In Bruce's role as VP - Operations, he has traveled throughout the country for CSC to help in the training and opening of new offices and venues. With great success, he opened the Nashville Branch of Contemporary Services Corporation in 1996. The Nashville office currently provides event services for the Sommer Center, home of the NHL Nashville Predators, LP Field, home of the NFL Tennessee Titans, Vanderbilt University, Belmont University, Tennessee State University, Western Kentucky University and Middle Tennessee State University. In 2000, Bruce was awarded the Contemporary Services Corporation Manager of the year.</p>
Dane Dodd National Training Manager (CSC)	<p>Dane Dodd is the Corporate National Trainer for Contemporary Services Corporation. In this capacity, he prepares, delivers, and evaluates training for more than 40 CSC branch offices around the nation in addition to a number of independent clients. Prior to joining CSC, Mr. Dodd was an Associate Security Manager for the Metropolitan Museum of Art in New York City where he managed electronic security, physical security, and emergency preparedness. Prior to that, Mr. Dodd served as an infantry officer in the United States Marine Corps where, amongst other assignments, he was responsible for developing instructional curriculum on defensive tactics, anti-terrorism and force protection for Marine Corps University in Quantico, Virginia.</p> <p>Mr. Dodd is a Certified Protection Professional (CPP) within ASIS International. He is also a master trainer with the Department of Homeland Security, the National Center for Spectator Sports Safety and Security, and T.E.A.M. Coalition. Mr. Dodd is a graduate of the University of Florida and lives in Jacksonville, Florida with his family.</p>

Contemporary Services Corporation (CSC) is an equal opportunity employer. All qualified individuals are encouraged to apply. CSC is an Equal Opportunity Employer. Minorities and women are encouraged to apply. CSC is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

At events, we use the chain of command approach. That is, an event manager directs the operation by passing on instructions to the supervisors. The supervisors pass the instructions on to the line employees, who carry out the plan. This enables CSC to be flexible in our event operation plan and respond to the needs and problems of events.



National Representation by City & Branch Manager

Location	CSC Representative	Location	CSC Representative
ATLANTA	Greg Overstreet	MINNEAPOLIS	Rick Brown
ATHENS	Dave Carr	NASHVILLE	Bruce Wagner
AUBURN	SEE ATLANTA	OKLAHOMA CITY	Shana Maugh
BOSTON	Lenny Lambert	ORANGE COUNTY	Paul McDermott
BUFFALO	Tim Schmitt	ORLANDO	Bill Pinkowski
CINCINNATI	Lance Massey	PENSACOLA	Luis Uribe
COLUMBUS	Seyth Boardman	PHILADELPHIA	J.P. Hayslip
CONNECTICUT	Karl Renner	PHOENIX	Eric Young
DALLAS /	Brian Zumwalt	PITTSBURGH	C.J. Culliton
DENVER	Chris Martinez	RENO	SEE LAS VEGAS
DES MOINES	Bob Swanson	ST. LOUIS	Jason Daskal
EL PASO	Michelle Villescas	SALT LAKE CITY	Brandon Bates
FRESNO	Robert Humphrey	SAN ANTONIO	Brad Crossman
HOUSTON	Rick Welsch	SAN BERNARDINO	Chiedu Onwughalu
INDIANAPOLIS	Lance Massey	SAN DIEGO	Paul McDermott
JACKSONVILLE	Steve Kirkland	SAN FRANCISCO	Chris Armstrong
KANSAS CITY	Lauren Schuck	SEATTLE	Andy Hayslip
KNOXVILLE	Chris Welsch	STOCKTON	Craig Graber
LARAMIE	SEE DENVER	TALLAHASSEE	Luis Uribe
LAS VEGAS	Jay Purves	TUCSON	SEE PHOENIX
LOS ANGELES	Roy Sukimoto	WASHINGTON D.C.	Lenny Lambert
LOUISVILLE	Frank Moreau	WEST VIRGINIA	C.J. Culliton
MEMPHIS	Reggie Reed	WINSTON-SALEM	Troy Sanchez
MIAMI	Joe Papa	Special Events 1	Dan Sidders
MILWAUKEE	Ross Anderson	Special Events 2	Scott Dennison

*Orange County is the local office which would provide services (600 staff). The San Bernardino Branch (700 staff) and the Los Angeles Branch (3700 staff) would support their efforts if needed, bringing total available staff to over 5,000.

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5. TECHNICAL APPROACH - OPERATIONS & STAFFING PLAN

Transition Plan

In order to facilitate the transition of services in those locations which CSC does not currently work, the items listed would run concurrently and depend upon the availability of the Management and the use of the facility. CSC has the ability to mobilize in any time frame if necessary and would begin Phase 1 tasks concurrently. The outline is submitted in a weekly format and is fluid.

The transition plan would focus on:

- Facility Acclimation
- Staff
- Training
- Equipment Procurement & Logistics

Phase 1

- Tour facility: CSC Managers & National Trainer (if necessary)
- Meet with facility management staff and review building philosophy and policies, past issues and successes, and intricacies of the building: CSC Managers & National Trainer
- Review all facility procedures
- Identify equipment needs that would be provided by facility – keys, etc.
- Identify uniform needs and procure approval of uniform style
- Test the radio limitations in facility
- Procure list of upcoming events and anticipated staffing levels for the next 90 days
- Contact current CSC staff and announce new venue as a client
- Identify staff numbers of current CSC employees that qualify to work at site
- Identify potential need for further recruiting and hiring
- Begin hiring plan in accordance with submitted operations plan
- Identify training needs as outlined in submitted operations plans
- Create facility specific training
- Request copy of Emergency Action Plan or assist in creation of EAP
- Meet with Public Safety Officials for building
- Meet with Facility Safety & Security Manager(s)
- Begin moving into office space
- Install office equipment
- Setup phone and high speed access lines with building IT
- Provide Facility with sample of CSC identification badge
- Begin contract review

*This document is a draft and is subject to change without notice. It is not to be used for any purpose other than the one intended. It is not to be distributed outside the organization without the express written permission of the organization.

Phase 2

- Confirm procedure for staffing orders from client and or venue
- Procure facility equipment
- Order uniforms if other than one of CSC's standard
- Install base station for communications if necessary
- Create standard event deployments
- Create specific post orders
- Accept applications and interview potential hires as necessary
- Finalize staff training and seek facility approval
- Conduct status meetings with management
- Attend Event Planning meetings as necessary
- Begin development of Event Security Plans for upcoming events and meet with principals involved
- Work on incomplete action items from Phase 1

Phase 3

- Conduct New Employee Orientation for all new hires
- Begin on site training of staff with venue tours as the building is available
- Conduct AED, CPR and First Aid training if applicable
- Submit Event Security Plans for approval
- Meet with Finance and review invoicing formats
- Work on incomplete action items from Phases 1 & 2

Phase 4

- Continue on-site training for staff
- Provide finalized written procedures to venue management
- Begin work on consolidated annual training
- Work on incomplete action items from Phases 1, 2 & 3

Should there be any problems with procuring local staff, CSC has additional trained staff that may be brought in to provide the staffing levels necessary and still provide the desired services. Contemporary Services maintains branches across the nation which can be utilized to provide extra management staff, planning resources, equipment, and field staff should the need arise. This allows us to transport trained personnel between branches if there is a need that cannot be locally filled.

The CSC staffing plan delineates the main roles and responsibilities to fulfill the Scope of Work. To provide a better overview, we have shown the roles necessary to deliver this scope in parts: ability, planning and execution.

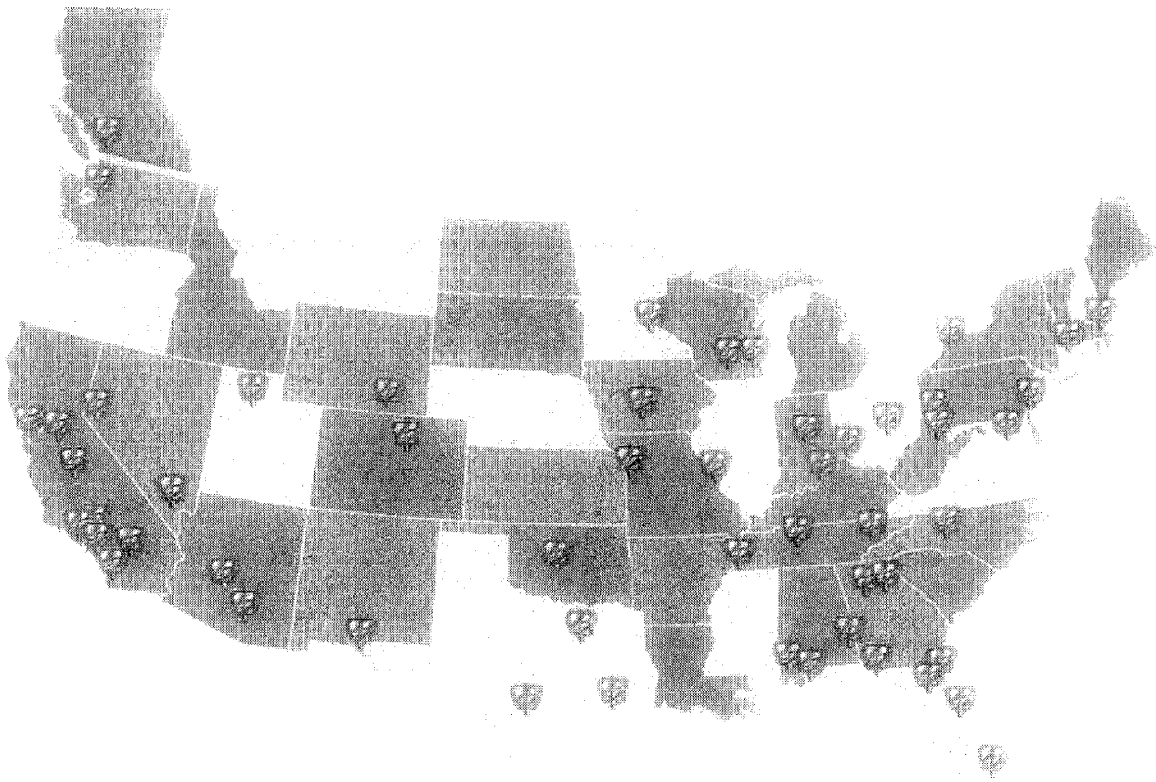
Ability

The scope and size of our operations demonstrates our ability to deliver services in high profile environments. To give a quick snapshot of our company here are some overview statistics:

<i>National presence</i>	<ul style="list-style-type: none"> ■ 45 branches ■ 97 arenas and stadiums/ballparks ■ 16 convention centers
<i>Event focus</i>	<ul style="list-style-type: none"> ■ over 7,000 events per year ■ 7 Olympic and Paralympic Games ■ 2 Commonwealth Games ■ 1 Pan Am Games
<i>People-driven operations</i>	<ul style="list-style-type: none"> ■ over 50,000 staff ■ over 100 senior managers ■ over 5 million staff hours deployed in 2010
<i>Equipment Ownership/Procurement</i>	<ul style="list-style-type: none"> ■ two-way radios* ■ uniforms ■ golf carts ■ handheld magnetometers ■ technology

* Each branch maintains an inventory of two-way radios with peripheral headset equipment to facilitate event needs. All CSC radio Models are Motorola series radios. We currently purchase Motorola radios and use analog frequencies. These are 16 channel UHF radios which will carry 6 talks around frequencies and repeater frequencies (if applicable). Radios are issued to all managers, supervisors, key personnel, and response teams.

As shown on the following map, CSC is ideally set up with a reach that extends coast-to-coast. We have the procedures in place which allow us to mobilize our staff within just a couple of hours. Additionally, due to the network of offices strategically positioned across the country, resources can be deployed on the ground from neighboring offices within a short time frame.



Methodology

In order to staff events of this nature, we rely on our established communication and scheduling practices which are utilized on a daily basis to fill non-emergency event calls. These proprietary tools include many different successful forms of communication with our employees including automatic dialer message delivery, text message and e-blasts to smart phones, emails, and receiving of inbound calls to our scheduling call centers. Our offices have the structure in place to allow the Branch Manager to assess the situation with the client and prepare for operations, while the scheduling practices are taking place either independent or under the guidance of the office clerical staff.

While each branch implements different processes to notify their staff of a newly added shift, the key is that CSC is calling upon our in-place staff pool which has already been approved to work. This is unlike other event staffing companies which in the face of a large staff deployment need to conduct a "just-in-time" recruitment drive.

By using personnel that have performed well in previous events, we minimize the start-up time required to have "boots on the ground" and ensure there is no risk to event delivery due to massive no shows.

"CSC is totally committed to providing safe, professional, and knowledgeable staff that can handle all of our event and game day operations. Truly a first rate operation."

~ Matt Blush, Former Director – Ballpark Operations, Washington Nationals Baseball Club

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Contemporary Services has opened many new facilities over the years and many were replacements for existing structures. We know what it is like to change from an established iconic facility to a new venue – the guest's increased expectations, the local authority or government expectations and desires, the demand for more premium services, increased guest services, increased ease of movement throughout the building, the comparisons to the previous building, the greater expected return on the entertainment dollar, and the increased scrutiny of all constituents whether they be guests, tenants, governmental authorities, performers, production companies, or media.

Replacing a long standing facility polarizes the constituents and requires transitioning the community through successful delivery of services that exceed all expectations.

As one of the largest functions Event Services has high visibility and interacts directly with arena guests and visitors. Ticketed guests, media, broadcasters, sponsors, VIPs and other event staff will all be in contact with the Event Services operation. As the 'face' of an event, the Event Services workforce's professionalism and attitude reflect directly on the event organization.

The Event Services function is an important element of the universities overall implementation and serves as the operational 'arms and legs' of the event team. Event Services not only performs its assigned operational roles, but also acts as a "go-to" function when called upon by any constituent or group.

To effectively manage an Event Services operation, a partnership has to exist with the "Internal Client" – the employee workforce. Although our team has performed professionally, there is always room for improvement. We continually review and modify recruiting plans to assure that all staffing needs are fulfilled.

The Working Relationship

CSC proposes to deliver the project by working as team members within venue and reporting through the defined structures.

Having worked on many new venue openings and high-profile special event projects, we understand the importance of teamwork and commitment which – this, aside from creating value from technical knowledge and experience - was the inspiration for CSC's approach to the industry.

Should CSC be selected to work with your team, our commitment is to put the event first by sharing our experience, applying our skills and working within the framework of the larger organization to meet and exceed the service goals.

Guest Interaction

CSC understands the different personalities and cultures of guests who attend events. In the event environment, guests are the heartbeat of the event. It is important to develop a rapport with the guests to understand their needs and expectations.

Operations Management

This section describes CSC's approach to organizing and delivering Event Services.

Operations Management drives the detailed planning and delivery of Event Services across the entire event project, with a particular emphasis on efficacy and consistency.

The following outlines key processes and outputs of this effort:

Operations Management Meetings

- Regular meetings with other departments and stakeholders, in accordance with operating structures.

Event Timelines & Schedules Coordination

- Coordination of Phases of Operations
- Coordination of Daily Run Sheet preparation & Integrated Daily Run Sheet
- Coordination of Venue Timeline (Day by Day Schedule)

Planning Analysis

- Review of Venue Plans for Security Services & related departments
- Review of other departmental plans connected to the Security Services role
- Review of policies and procedures. Special attention on site access and spectator restricted actions.

Operational Documentation

- Security Operations Plans and Operational Worksheets
- Policies & Procedures
- Event-time Reporting & Briefing Documentation
- Post-Event Evaluation Reports

Other Projects related to Security Services Operations

- Contingency Planning
- Coordination of Security Services duties related to Venue Emergency Response Plans
- Security Services Communication involvement & reporting

Staffing & Workforce – Building the Team

Solid plans and effective management are important, but it is the Event Services workforce that reflects the capabilities, culture and level of commitment of the entire organization. It is for this reason that CSC places such a strong emphasis on the recruitment, administration, training and support of this large group of personnel.

Recruitment & Selection

Focuses on managing and coordinating the processes to identify, attract, select, and assign labor to the various positions in the Crowd Management/Security Services operation.

- Recruitment – Being a large user of paid hourly staff, CSC's involvement would begin at the planning stages to ensure proper coordination and development of labor sources, applicant data management, screening processes, placement procedure, candidate communication and retention.
- Staff Selection – Strategy and process to select staff from the identified pool. This process may be a mix of individual interviews, group interviews, data analysis or recommendations from a third party (e.g., seconded positions)

Staff Demand Analysis

- Working closely with facility management, this function involves determining the optimal size of the workforce across all areas of the event.
- Staff Estimation – Combining pre-determined scope, staffing standards (Staff to Supervision ratios of 10 to 1 – relevant to area of responsibility) and base venue assumptions to review current staff demand and budget estimates
- Peak Headcount Dot Plans – Using staffing standards and site analysis review to determine the peak number of staff required in the venue. These plans will be tailored to each phase of the operation and type of shift.
- Shift Strategies and Staff Pooling – Using venue schedules and dot plans to create blank schedules, taking into consideration the optimal way to structure shifts, supervise groups and redeploy personnel across all duties. This process will refine the staff estimations and maximize the utilization of the workforce.

Staff Scheduling

This process involves the merging of the staff demand and staff supply efforts.

- Schedule Building – Utilizes the staff demand that has been previously determined
- Workforce Availability – Confirming the availability of the workforce for specific shifts
- Rostering – Assigns staff to shifts, creating individual work rosters. This process is reliant on a computer-based scheduling system provided by CSC/ProtaTech.
- Roster Change Management – The ongoing management of changes to the initial rosters. It is not uncommon to average one change per individual.

Training & Development -- Preparing the Teams

Crowd Management/Security Services is almost entirely a people-oriented operation, so it is critical that skills, knowledge and culture be developed in individuals and teams. This is especially true given the often stressful and dynamic environment of event operations at any venue.

CSC's approach to staff training is to develop skills and knowledge through a layered learning process – from the earliest stages of recruitment through the final experiences of the event operation.

CSC's delivery of training includes manuals, multimedia, PowerPoint presentations and interactive simulations.

Event-time Operations

CSC employs a number of strategies and processes to ensure effective operations and achieve high levels of service to customers and stakeholders, including:

Daily Staff Briefings

- *Staff are briefed at every shift on the most up-to-date venue information, relating to a variety of issues including weather, transport, crowd numbers and changes to post instructions.*

Post Prioritization

- *Post Prioritization plans, which were developed during the planning phase, are implemented to ensure staff are suitably allocated to cover the venue needs on any particular shift.*

Redeployment and Post Rotation

- *Employee retention is critical; rotation and redeployment are built into the plan to keep staff interested in their role.*

Field Support Operations

- *The Field Support Team handles a myriad of needs and helps keep staff motivated. Their tasks include:*
 - *Distribution of documents, maps and reports for staff*
 - *Distribution of equipment and supplies to team members*
 - *Staff sign in and sign out*
 - *Deployment of personnel into operational teams and positions on site*

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Daily Debriefing

- *Daily debriefing sessions are conducted to maintain regular feedback loops and constantly improve operations during event-time.*

Teamwork/Service Goals/Management

CSC becomes an extension of your department giving you a cooperative partnership with a company dedicated to meeting your goals and objectives.

Our Mission is to provide a professional, informed, motivated staff dedicated to your success.

Recruiting

CSC holds an annual Recruiting/Hiring/Training symposium to bring together the HR manager from each branch to review past practices, provide updated material for recruiting and training, and share information from the other branches of successes. This symposium is conducted by our National Recruiter/Trainer, Dane Dodd with assistance from other branches who have had previous success and innovative ideas. We explore the successes and deficiencies in our recruiting nationally, and review techniques to help ensure success.

Through time, effort, and experience, CSC has developed a unique and exceptional labor pool from which we recruit. We are continually recruiting from these pools. The pools consist mainly of people who have come to CSC through "target recruiting". Although we allow anyone to fill out an application, most hires come directly from "target groups" sought out by CSC.

Target groups are groups with people who fit the profile that we feel will make excellent crowd management and security employees. These people must be honest, reliable and motivated. They must take direction and apply it to quickly arising situations. Finally, they must communicate clearly and politely with guests.

Targeted recruits are subjected to an interview and screening process, along with an initial orientation, before they are hired to perform crowd management services. Background checks are performed in compliance with various state and local licensing requirements.

Recruiting Plan consists of targeting potential employees through:

Military: active/reservist	College Military Science Students
Police Science Students	Universities, Colleges & Trade schools
Recreational Sports	Job fairs
Community TV Channels	Internet Job postings (Snag-a-Job, Craig's List, etc.)
Web Links	Fund raiser groups
Press releases re: job opportunities	Condo newspapers
Newspapers	Churches
Civic Groups	Employee Referral

We seek out persons who will make strong guest services personnel, not just industrial guards. We recruit a more motivated and reliable person. Each employee must be able to use their training to respond to an issue or situation in the manner required by CSC and the client.

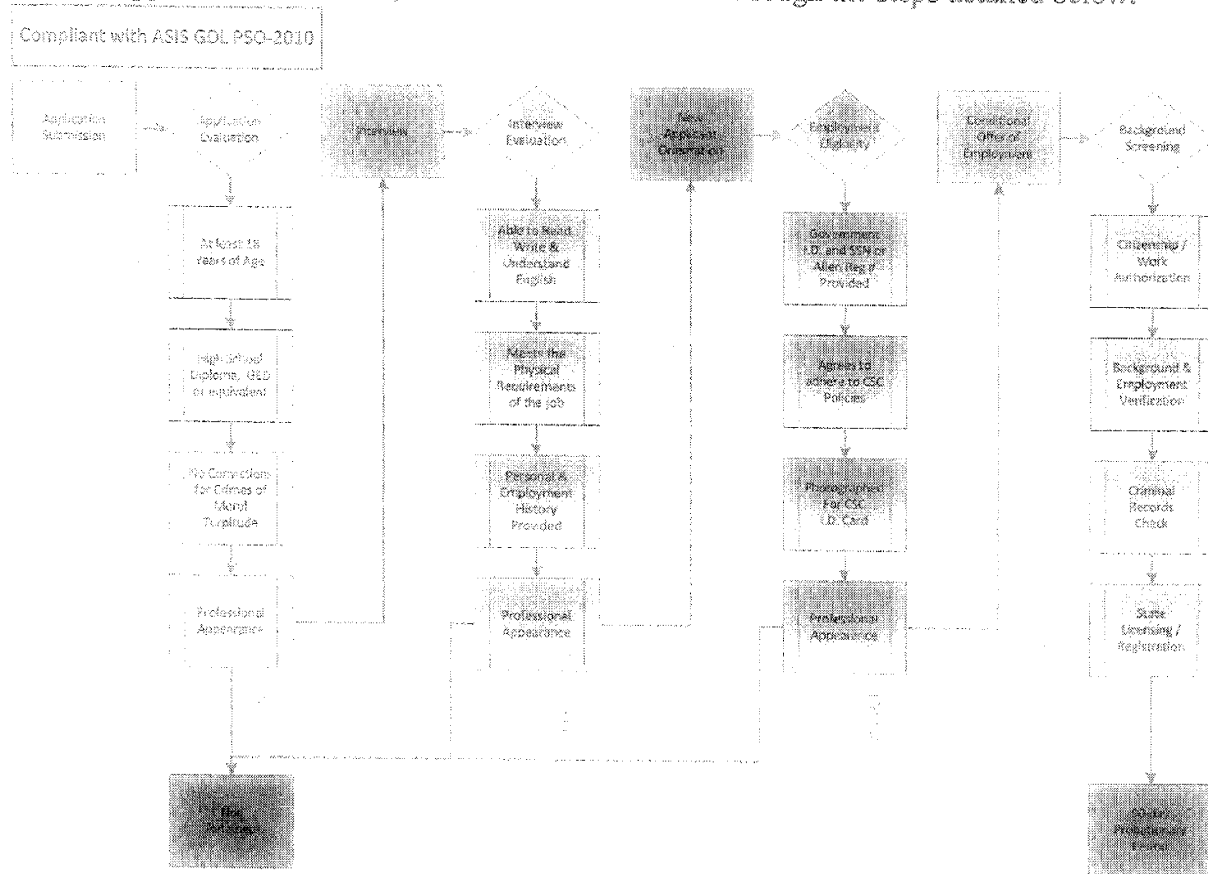
Over 60% of CSC employees are age 25 or older and have between 2 and 5 years of event experience.

CSC staff must be able to communicate with the guest and help solve their problems. Over the last four decades, there has been a clear evolution from strict security to Guest Services. Recruits must have a desire, willingness and ability to serve Guests in a friendly and helpful manner. These people must want to be a part of both the CSC family and your operational team.

Hiring

There are many event staffing companies in the United States but none of them perform such a strict regimen of candidate screening and extensive training. Through over 40 years of business, we have refined our hiring processes to weed out candidates who do not have the capability or determination to be successful on the ground. Financially speaking, it is far more cost effective for us in the long term to hard screen and provide orientation once rather than exude the effort to constantly hire and train staff to fill gaps. At CSC, we are very proud of our low turn off of staff and credit is partial due to our thorough hiring practices.

Once an applicant is submitted, a candidate will be taken through the steps detailed below:



CSC maintains the highest regard for guest perception and professionalism in the workplace which is why we enforce such a strict hiring practice. Employees are expected to maintain the highest standards of professionalism at all time while on the job. To this point, CSC requires all employees to present a neat, groomed appearance at all time. Dress codes are strictly enforced.

Training

Targeted recruits are subjected to an extensive interview and screening process, along with an initial orientation, before they are hired to perform crowd management services. Additionally, background checks are performed in compliance with various state and local licensing requirements. Many key CSC personnel have been subjected to additional background checks by the U.S. Secret Service and other governmental agencies for recent Super Bowls. Our success has come from our ability to recruit a strong employee and give that employee the proper training and supervision.

After a potential employee has been recruited and has shown interest in becoming a member of the CSC team, the candidate is offered the opportunity to complete an application and be interviewed. During the interview process, each candidate is evaluated from their past employment experience, their experiences regarding guest services and is given the opportunity to express the reason they want to work in the guest services environment. If the candidate demonstrates an ability to work well with the public, has positive communication skills, shows an ability to follow basic direction and has an enthusiastic personality, then an offer of employment is made.

"CSC is totally committed to providing safe, professional, and knowledgeable staff that can handle all of our event and game day operations."

Truly a first rate operation."

~ Matt Blush, Former
Director – Ballpark
Operations, Washington
Nationals Baseball Club

All candidates, regardless of the position sought are subject to a criminal background check to assure that offenses of moral turpitude have not been committed. If the candidate does have a criminal record reflecting such, then this candidate will be disapproved.

Policies and Procedures

CSC employees are trained to know and understand CSC's policies and procedures, as set forth in the employee handbook. Additionally, CSC, in conjunction with the client, customizes pre-event orientation and briefing, along with the materials noted below. Each employee must read and understand the contents therein and sign an acknowledgement stating such.

Specialized Training (tailored as necessary to your facilities)

- New Applicant Orientation
- Guest Services Training
- ADA Training
- Conflict Resolution
- Search/Screening Policies
- Recurrent Training
- Venue Tours
- Best Practices
- Alcohol Awareness (T.E.A.M.)
- Trained Crowd Manager
- Post Specific Training
- AED Training/Certification

CSC is known for the best trained and best managed employees in the crowd management industry. CSC developed the post 9/11 security and guest services training programs for both

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the Super Bowl and Olympics and the NFL Best Practices Security Training. Targeted recruits are subjected to extensive orientation and are continually trained through each event they work. Our personnel are trained crowd management professionals. Our exceptional track record with venues and cooperation with law enforcement and fire authorities is a direct reflection of CSC's focus on constant training of the targeted recruit.

Our success has come from our ability to recruit a strong employee capable of accepting and understanding the proper training and supervision. Our supervisors are the best and most experienced in the sports and entertainment business. They are experienced, hard workers who are good teachers. They understand and apply our proprietary crowd management system, which has been successful over the years, to any event or situation.

CSC TRAINING PROGRAM COMPONENTS:

1. New Applicant Orientation (NAO)

Time: 3 hours

Objective: Introduce the applicant to the policies, procedures and culture of CSC

Description: The New Applicant Orientation (NAO) is incorporated within the CSC hiring process within each CSC Branch Office and is used to provide an introduction to CSC security services and familiarize each new employee with CSC, its various job descriptions, and CSC policies and procedures. To successfully complete the NAO course, applicants must agree, in writing, to adhere to all company policies; submit to a background check which includes a verification of references and work history, and a check of criminal records; and begin training. Following the NAO course, selected applicants begin their probationary period of employment. The CSC hiring process complies with ASIS GDL PSO – 2010: Private Security Officer Selection and Training Standard (*awarded SAFETY Act Designation in April 2010*).

Assessment: None

2. Guest Services Training (GST)

Time: 4.0 hours (annually)

Objective: Provide a foundation for guest service within each employee

Description: Guest Services Training (GST) is venue specific training that is typically delivered in the venue each year of before the beginning of each athletic season (e.g., NCAA football) and is designed to familiarize individual CSC employees with the venue and its policies and procedures. As the name implies, the GST course is focused on services and as such, focuses on handling questions, resolving complaints, defusing conflict, and responding to violations of venue policy. To successfully complete the GST course, CSC employees must be able to correctly demonstrate specific skills (e.g. report

an incident to the VOC) and score 80% or higher on the venue's post training assessment (examination).

Assessment: Skill demonstration, written post-training assessment (venue-specific)

3. Event Security Officer (ESO) -- Security Training mandated by BSIS.

Time: 40.0 hours

Objective: Provide each employee with the skills needed to effectively provide basic security functions like access control, physical security, screening procedures, and incident reporting and documentation.

Description: The Event Security Officer (ESO) course is provided to all CSC Event Security Officers (ESOs) and covers the knowledge, skills, and abilities (KSAs) needed to provide security services during sports and entertainment events. The ESO course has three phases:

- a. ESO, Phase One (3 hours) -- Phase One is computer based training (CBT) that covers the fundamentals of physical security and the screening procedures, and access control devices that are common to most events and venues. To complete Phase One, each student must demonstrate mastery of the subject matter by successfully completing a series of activities and quizzes in each module, and score 80% or higher on the post course assessment. After completing Phase One, each student receives a completion certificate that permits the individual to continue into Phase Two (*see below*). Phase One includes the following modules:
 - i. Module 1, Introduction and Administration
 - ii. Module 2, Fundamentals of Physical Security
 - iii. Module 3, Security Screening Procedures
 - iv. Module 4, Access Control Procedures
 - v. Module 5, CSC Safety Program
 - vi. Module 6, Observation and Reporting
 - vii. ESO Assessment
- b. ESO, Phase Two (2 hours) -- This is venue specific training (VST) that provides the student with the specific details for the security measures (physical security, security screening, and access control) for a particular public assembly venue. CSC ESOs must present a valid completion certificate for Phase One (above) before they can begin Phase Two. To complete Phase Two, each student must demonstrate mastery of the venue specific security procedures through demonstration and by scoring 80% or higher on the venue's post training assessment (examination) that tests each individual's knowledge of the venue's security measures. CSC ESOs must

complete Phase Two each year (or before each athletic season) for each public assembly venue they serve. Phase Two includes the following modules:

- i. Module A, Venue Security Measures
 - ii. Module B, Security Procedure Demonstration
 - iii. Module C, Venue Security Assessment
- c. ESO, Phase Three (.5 hour) – Phase Three is event-specific training (EST) that is provided by CSC Supervisors to all CSC ESOs who are working during a particular event. Phase Three provides a review of venue security procedures, post responsibilities, and demonstrations of post-specific skills (e.g., bag search technique). Phase Three also includes “Impact Training” that uses CSC Supervisors to conduct a short training session on a predetermined topic (e.g., warning signs for spectator violence).

Assessment: Skill demonstration, written pre- and post-training assessment

4. Trained Crowd Manager (TCM)

Time: 6.0 hours

Objective: Provide training for emergency and non-emergency crowd movement as required by NFPA 101 Life Safety Code.

Description: The TCM course is provided to all CSC Event Security Officers (ESOs) and covers the knowledge, skills, and abilities (KSAs) needed to recognize and report hazards; initiate and facilitate crowd movement; assist people with disabilities in an emergency; search an area and / or venue following an evacuation; and assist uniformed responders with recovery efforts.

- a. TCM, Phase One (4 hours / self-paced) – This is computer based training (CBT) that provides each student with the fundamentals of emergency and non-emergency crowd movement that are common to all public assembly venues. To complete Phase One, each student must demonstrate mastery of the subject matter by successfully completing a series of activities and quizzes in each module, and score 80% or higher on the post course assessment. After completing Phase One, each student receives a completion certificate that permits the individual to continue into Phase Two (*see below*). Phase One includes the following modules:
- i. Module 1, Introduction and Administration
 - ii. Module 2, Risks and Remedies
 - iii. Module 3, Crowd Movement
 - iv. Module 4, Moving People with Disabilities
 - v. TCM Assessment

- b. TCM, Phase Two (2 hours) – This is venue specific training (VST) that provides the student with the plans, policies and procedures for emergency and non-emergency crowd movement for a particular public assembly venue. CSC ESOs and supervisors must present a valid completion certificate for Phase One (above) before they can begin Phase Two. To complete Phase Two, each student must demonstrate mastery of the venue-specific subject matter by scoring 80% or higher on the venue's post training assessment (examination) that tests each individual's knowledge of the venue and the venue's emergency plans, policies and procedures. CSC ESOs must complete Phase Two each year (or before each athletic season) for each public assembly venue they serve. Phase Two includes the following modules:

- i. Module A, Venue Familiarization
- ii. Module B, Venue Emergency Operations Plan (EOP)
- iii. Module C, Venue Knowledge Assessment

Assessment: Skill demonstration, written pre- and post-training assessment

5. Alcohol Awareness Training – May be combined with GST

Time: 2.0 hours (bi-annually)

Objective: Teach Techniques for Effective Alcohol Management (T.E.A.M.)

Description: The TEAM Certificate Program was developed by the TEAM Coalition, a non-profit organization, in partnership with CSC, IAVM, and most of the professional sports leagues in North America, to promote the responsible sale and consumption of alcohol at sports and entertainment events. Alcohol sales are an important source of revenue for most event venues but they also contribute to spectator violence and other types of disruptive behavior. Level One TEAM Training is offered in to CSC ESOs, Supervisors and CSC Branch Managers and includes: the knowledge, skills, and abilities (KSAs) they need to understand alcohol absorption rate factors, correctly assess individual levels of impairment, and take appropriate action to reduced alcohol-related incidents, injuries, and fatalities in and around public assembly venues. To successfully complete Level One, and receive their certification card, each student must score a 75% or higher on the Level One assessment. The Level One certification card is valid for two years.

Assessment: Written, post-training assessment

6. Pre-Season Table Top Exercise (TTX) – Held in conjunction with Facility Designees and CSC management team

Time: 3 hours (annually)

Objective: Reinforce policy and procedure through a decision-making exercise

Description: Venue-specific Table Top Exercises (TTXs) are one of the most useful teaching tools available. They are particularly effective for supervisors and other decision-makers whose initial decisions can have dramatic impact on the overall response to a particular incident. Like all exercises, TTXs require clear objectives and prior planning to be effective. However, unlike the functional exercise or full-scale exercise, the TTX is completely simulated within a much more relaxed environment. The exercise is led by a facilitator who manipulates the situation in order to generate mistakes – the most valuable learning tool. CSC would work with the client to develop a pre-season TTX for CSC supervisors and other key stadium employees that would reinforce key elements of the venue's emergency response plan.

Assessment: None

7. Pre-event Supervisor Training

Time: 1.5 hours, bi-weekly / monthly

Objective: Professional development and leadership training for CSC supervisory corps.

Description: CSC will conduct an event-specific training session for all CSC supervisors before each event (home game). These training sessions will follow the same general format:

- Old Business – Review and discussion of previous event or incident(s)
- New Business – Preview of upcoming event
- Development -- Training activity, exercise or presentation on a specific subject
- Debrief – Gather feedback and review lessons learned during the development segment

The supervisor training sessions are ideal settings for TTXs, case studies of historical examples, and role-playing activities. In general, supervisor training sessions cover the following topics:

- Leadership and decision making
- Professional communication (report writing, radio etiquette, debriefing)
- Venue policy and procedure
- Emergency procedures
- Legal liability
- Interpersonal communications
- CSC policies and procedures
- NIMS / ICS
- Incident reporting and response procedures
- Active Shooter Response

Assessment: None

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8. Post-Event Debriefing and After Action Reporting

Time: 30 minutes, multiple repetitions

Objective: Capture learning points and suggested improvements immediately following an event

Description: Post-Event Debriefings are one of the most valuable training techniques. There are three layers of debriefs that are conducted for each event:

- Incident debrief and report – Immediately following any incident during the event, a CSC Supervisor or Event Manager will debrief all personnel involved to determine the cause of, and potential remedies for, the incident. The incident should be properly documented in an incident report and included with event file.
- End of event debrief and report – Immediately following an event, the Event Manager will collect a few staff members from each functional area (parking, gate security, ticket takers, ushers, supervisors, etc.) and conduct a short, structured debriefing to identify potential improvements in the operation or event and document them in an event report that is included with the event file.
- Improvement Plan (IP) – A few days after the event, the Event Manager will meet with representatives from the venue and local jurisdictional authorities (police, fire, EMS, etc.) to discuss the event and discuss improvements to the operation. The hot wash will be documented and each action item assigned to an individual who will be held responsible for implementation within the larger improvement plan.

Assessment: None

Trained Crowd Manager

In 2009, CSC began a partnership with LAVM to develop the current Trained Crowd Manager (TCM) training tool. The TCM was developed out of need due to the adoption and guidelines of the National Fire Protective Association (NFPA). The NFPA is the associate body of all Public Safety entities, and set and develop standards for Fire Departments to follow when it comes to public safety. Until recently the NFPA has not suggested enforcement of the Trained Crowd Manager standards due to not having a legitimate and available training tool to properly train staff in the knowledge of the Trained Crowd Manager concept. The TCM standards strongly suggest that any public facility, including stadiums, arenas, amphitheaters, shopping malls, amusement parks, etc., have one trained crowd manager for every 250 patrons. Patrons include any staff working inside the facility, such as ushers, concessionaires, box office personnel, cleaning staff, etc.

As to remain the leaders in crowd management, by 2012, CSC will require all its managers, event managers and event supervisors to complete the first module of the TCM training, however, it is up to the ballpark to subscribe and develop the second module for completion by the employees. CSC would be willing to create the training in conjunction with the client.

This training and assistance is provided as a courtesy and does not constitute a guarantee of performance or a warranty of any kind. The user assumes all responsibility for the use of the information provided.

Site Specific Training Development

In preparation for the next year, CSC is proposing that the training previously listed be further tailored to fit the unique circumstances and environmental conditions of the facility. In order to develop an effective training program it will be necessary to conduct site visits to the facility and review various aspects of the past operations. The following training development schedule is proposed:

- | | |
|---------|---|
| Phase 1 | Venue policy and procedure coordination
Update general training curriculum
Develop written training and performance standards
Venue specific training construction
Perimeter operations and security
VIP Area security
Daily facility security patrol protocol
Access control
Incident response and documentation
Guest services
Emergency procedures
Supervisor training course |
| Phase 2 | Training programs presented for changes / approval
Training facility coordination / licensing
Staff deployment completed
Post orders approved
Staff materials consolidated |
| Phase 3 | Communications plan completed |
| Phase 4 | Staff training, location to be determined
New Employee Orientation
State Licensing Training
Guest services training
Alcohol awareness training (T.E.A.M.)
Conflict resolution
ADA training
Venue specific training
Supervisor training |
| Phase 5 | On-site, scenario-based training
Dress rehearsal (uniform inspections) |

Drug & Alcohol Free Workplace - excerpt from CSC employee manual

CSC has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their coworkers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with CSC, the following substance abuse policy.

CSC reserves the right to implement a drug testing program in compliance with federal, state, and local laws at any time. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company or client premises, in company or client vehicles, on company trips, or while engaged in company activities. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Initial employment or continued employment with CSC is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge may be permitted, in lieu of discharge and at CSC's sole discretion, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

CSC further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks, or other suspected areas of concealment on company or client premises during CSC covered event, as well as an employee's personal property on CSC or client property during a CSC event when CSC has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Background Checks

Background checks for all security personnel are performed through public records checks and law enforcement agencies in accordance with local State requirements.

CSC's internal qualifications of applicants states that applicants must:

1. Be at least eighteen years of age.
2. Be a citizen of the United States or resident alien with the right to work.
3. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease unless a court of competent jurisdiction has since declared the applicant competent.
4. Not have been convicted of a felony within the past twenty years; or a Class A misdemeanor within the past ten years.
5. Not be currently charged with a Class A misdemeanor or felony offense, under an information or indictment.
6. Not have been adjudicated for having engaged in felony level delinquent conduct within the past ten years.
7. Not have been dishonorably discharged from the United States Armed Services, discharged from the United States Armed Services under other conditions determined by the Board to be prohibitive, or dismissed by the United States Armed Services if a commissioned officer in the United States Armed Services.
8. Not be required to register in this or any other state as a sex offender.
9. Not have charges pending for or have been convicted in any jurisdiction of a Class misdemeanor within the past five years, for an offense determined by the Board administrative rule to be disqualifying.

CSC has also completed an agreement with ADP to provide background screening to include E-verify and a National Criminal Background check.

Additionally all security staff for CSC undergo a full background check conducted DOJ and FBI as part of qualification to receive a security license through the Bureau of Security and Investigative Services in California.

6. COST PROPOSAL

Supervisor	Initial Yr	2014	2015	2016	2017
Pay Rate	\$11.00	\$11.00	\$11.50	\$11.50	\$12.00
Billing Rate	\$22.50	\$22.50	\$23.50	\$23.50	\$24.00
OT Rate	\$33.75	\$33.75	\$35.25	\$35.25	\$36.00

Officer	Initial Yr	2014	2015	2016	2017
Pay Rate	\$10.00	\$10.00	\$10.50	\$10.50	\$11.00
Billing Rate	\$18.50	\$18.50	\$19.50	\$19.50	\$20.00
OT Rate	\$27.75	\$27.75	\$29.25	\$29.25	\$30.00

*Rates for extension years will be based upon mutual agreement.

As our costs continue to increase on a year to year basis, we look for innovative and streamlined efficiencies to maintain expenses to our clients. With well over 70% of our direct costs attributed to payroll and insurance, an additional 20% - 25% is expensed to: training, incentive programs, equipment, administrative support, office space and other fixed costs that leave us a profit margin of less than 7%.

Methodology

CSC bases its rate structure on factors that allow our company to provide the following:

- | | |
|-------------------------------|--------------------------|
| Top rated Liability Insurance | Proper IRS Reporting |
| Workers' Compensation | Payroll Taxes |
| Prevailing market wages | Comprehensive Training |
| Equipment (Radios, Uniforms) | Licensed Personnel |
| Staff Incentive Programs | Highly Trained Workforce |
| Cross Training of Personnel | |

Due to the specialized nature of the services outlined in the proposal, the above rates result in the ability to pay a competitive wage in the marketplace. In addition, they result in a properly trained, motivated employee who provides performance to meet your service goals in your facilities.

Through proper staffing planning, workforce management, judicial use of redeploys and teamwork with the client, CSC has previously been able to replace companies with cheaper hourly rates and still give the client a reduction in the overall budget and/or expenses with a higher level of guest services.

We know it is difficult to draw direct comparisons between companies that provide varying expertise, depth of services, efficiency, and operational plans. Therefore we welcome any questions, information exchange, or further discussion that may assist you in making your decision.

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7. SERVICE METHODOLOGY

Personnel

Trained staff will be scheduled to work in areas in which they have shown aptitude commensurate with a desire to provide outstanding guest services.

Event Day Process:

- Staff arrive at parking area and are pre-checked against a master schedule to verify they are scheduled to work the event. Identification must be shown.
- Staff are then inspected to guarantee grooming standards are met.
- Staff board shuttle and are dropped off at sign-in location.
- Staff are checked once again for grooming standards at entrance to facility.
- If Client desires, all staff will undergo pat down or magnetometer search but will at a minimum undergo a visual inspection before entering.
- Staff are swiped in to the workforce management system by means of their company issued picture identification.
- Staff receive uniform and all general event handouts.
- Staff undergo general event day briefing and are assigned to supervisors.
- Supervisors conduct uniform inspection and issue post specific tools, equipment and instructions.
- Supervisors place staff and conduct a post specific briefing.
- Supervisor then proceeds to teach, coach, and monitor staff in the delivery of the services.
- Post event the staff fill out reports and identify any incidents or maintenance needs.

Quality Management Program (QMP)

For many years, CSC has provided, at no additional cost to the client, a quality control system to monitor staff performance. CSC, in conjunction with its sister company, the Apex Group, uses undercover off-duty officers to discreetly test our employees on everything from courtesy and responsiveness to honesty. The client is informed of the activity. The staff and supervisors are not made aware of the person's presence or identity. However, employees are told during an initial orientation that such activity may occur at any event at any time. Knowledge that any patron could be an officer/reviewer encourages honesty and service amongst employees.

The Operations VPs and the Regional Managers are responsible for the quality of the deliverable led by the branch manager. They conduct this with on-site visits, evaluations of process, audits, and client feedback. Additionally, our workforce management system is web based and allows for management to check the training, scheduling, and deployment of staff from any location with an Internet connection. CSC encourages the development of seasonal/quarterly face-to-face

upper level meetings with the client and its corporate representatives dependent upon the type of facility/season.

We are now rolling out a new quality assurance program which will be implemented at your facility.

CSC's Quality Management Program is predicated upon the following 3 concepts:

- I. Definition of Quality
 - Satisfy the clients and guests
 - Continually improve performance
- II. Characteristics by which Quality is Judged
 - Performance
 - Availability
 - Sustainability
 - Timeliness
 - Partnership
 - Appearance
 - Price
- III. Continuous Improvement Process
 - Establish standards
 - Execute standards
 - Ensure compliance

Upon discovery of a lapse in quality, CSC uses the process of "Determining Root Cause." Problems or issues must be investigated and classified using one of 6M codes:

Manpower - The people performing the task.

- ▶ Do they have the necessary skills?
- ▶ Have they been properly trained?
- ▶ Do they understand the purpose of their role?
- ▶ Do they care?

Material - The material or information being used.

- ▶ Is material of poor quality?
- ▶ Is information 100% complete and accurate?
- ▶ Are materials available?

Machine - The equipment being used.

- ▶ Does it function properly?
- ▶ Is it available when needed?
- ▶ Is it up to date technology?
- ▶ Is it properly maintained?

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Specific Qualifications as Pertaining to Project Scope

Project is based on providing trained, experienced and licensed (if necessary) event staff personnel to provide crowd management services at a level that exceeds the expectations of the client.

Focus will be on:

- Training
- Customer service
- Crowd management
- Queue lines
- Ingress management
- Event mode support
- Guest Experience
- Egress management
- Recognition of potential emergency situations and appropriate response

As the nation's largest event crowd management provider, CSC specializes in the above listed components of special events rather than traditional facility security and submits the following as verification.

Initial training for event staff & security officers, the following topics are covered regardless of State statutes:

Guest Services	Searches of visitors	Access control
Credentialing	Lockdown procedures	Phone procedures
Delivery procedures	24 hour security non-event	24 hour security event
Patrol	Incident reporting	Risk management/liability
Emergency response	Evacuation	Conflict resolution
Client Relationships	ADA	Bomb threats
Fire detection/suppression	Life Safety	Interpersonal communication
Radio communication	Terrorism	Searches of Property

Additional training for Supervisors includes:

Observation training	Supervisor reports	Deployments
Staff maintenance	Staff motivation	Crime scene containment
Crisis Management	Interviewing techniques	Evidence chain of custody
Leadership	Quality management	Law Enforcement Interaction
Incident Command System	Trained Crowd Manager	

Queue Line Management

Due to its large client base and history of diverse events, CSC has unmatched experience in planning, implementation, and management of queue lines for special events. Highlights include:

- Entry for NFL and NCAA Football Games at major stadiums
- Entry for NFL Superbowls
- Entry for major stadium tours such as:
 - U2 360 Tour – The show consists of a general admission festival floor of 8,000 – 15,000 guest dependent upon the facility. Guests line up 12-24 hours before doors open and must be queued, wrist banded, monitored, and processed safely and expeditiously once ingress begins.

Responsiveness & Flexibility

Each venue is different and requires different responsibilities. One of the strengths of Contemporary Services Corporation is the ability to design a Crowd Management Plan that is specific to your venue. This allows the venue to optimize the use of the staff, and allow the guest to have a fantastic experience at the venue.

CSC works for the “good of the cause” at every event. Our management is committed to “making things happen” and to getting the job done. We fill any need. When a situation arises, anything falls within the scope of our job description.

Our office is responsive to the client’s needs twenty-four hours per day. We are able to deal with problems, emergencies, or special needs whenever they arise. Problems will arise in any event. Another of CSC’s strengths is responding to the client, resolving the problem and ensuring that problem does not become repetitive. If you have an issue, we have an issue. We will address it directly and resolve it to your satisfaction.

Our first and primary objective is to make our clients’ events work as smoothly and efficiently as possible. CSC is the choice for those who want to control their crowd management operations without the accompanying headaches. We are the sure bet in crowd management.

Emphasizing Guest Services

An essential part of successful crowd management is courtesy, amicability and responsiveness. CSC employees are taught that they may be the first, and sometimes only, impression a Guest may have of the event and venue. Our employees are encouraged to engage and greet each Guest upon entry; go beyond the “Repetitive Drone” syndrome. Treating the Guests as friends and making them feel welcome and appreciated benefits not only the Guest but the employee as well. CSC teaches our staff to take the extra step; if you do not have an answer for a Guest, make every effort to quickly find the information through the chain of command. Making a connection with your Guests both enhances the experience of the Guests and makes it easier to control a situation should one arise. Consistent use of the same staff at a venue makes Guest

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Services easier, since both the Guest and the employee gain familiarity with the procedures and each other.

Additionally, our supervisors and management personnel work hard to respond to any issues a Guest might have. We work through our chain of command to diffuse, minimize and cure any issue that might arise while avoiding any negative perception of our client.

Staffing Plans

CSC works hard to develop staffing and deployment plans that best serve each event. Our goal is complete safety and comfort for your Guests. We believe that the quality of supervision is essential and sets us apart in our ability to implement the plan. Additionally, we understand the existence of budgetary constraints and work to maximize service within those constraints through methods including staggered calls, redeployment and enhanced responsibilities of employees in certain areas.

We also strive to match each position with the person whose assets best serve that post. Whether the position requires bilingual talents, exceptional athletic ability, refined social skills or enormous patience, we will match that need with the proper employee.

Emergency Evacuation Response Plan

CSC will assist the client in developing or modifying a proper emergency evacuation plan. All CSC personnel will be oriented so that staff is aware of proper procedures and response during an emergency. This will involve the integration of the facility, public safety, and CSC response plans as they can best be applied to your event layout and constituency.

Technology

CSC utilizes its own proprietary workforce management system for maintaining employee records, scheduling, training records, timekeeping, and real time event deployment information. This allows for expediency at the event and results in actual cost savings to the client.

The software was created and is maintained by our sister company ProtaTECH and through our relationship with them, CSC has the ability to bring in additional services such as credentialing systems.

Method to Ensure Deployment Requests are Fulfilled

CSC uses the following to ensure delivery of staff requested:

- Hiring practices that help identify quality staff who want to come to work
- 15% shift over scheduling (paid 2 or 4 hour minimum if not used)
- Incentives and reward programs for staff

Employee Recognition and Awards

Recruiting and training top-quality personnel to provide crowd management services is a full-time operation. Especially given the standards CSC sets for itself and its employees. Additionally, having consistent staffing at a venue provides a comfort level and familiarity that enhances the experience of that venue's Guests. Guest Services success stems from proper management and supervision. However, repetition and consistency at the staff level are truly important.

Therefore, CSC will create incentive programs and activities that will create loyalty to CSC and the client and a sense of family even amongst part-time employees. We frequently work with the client to derive a program geared specifically for the client's venue, promoting a consistency in the faces that will greet and serve the client's Guests.

- **Recognition:** CSC has a monthly corporate newsletter distributed to all employees and clients in the U.S., Australia, Greece, Italy and Vancouver. Employees are acknowledged for time of service and special deeds, and are apprised of CSC-served events and venues internationally. Not only is this a source of great pride for employees, it also brings a sense of family and purpose to CSC
- **Awards:** Employee of the day awards will be issued based upon recommendations from Managers, Supervisors, other Team Members or guests. These awards will include: Gift Cards to Employees, Certificate of Appreciation, On-Field picture with client official (Coaches / Player / Executive), name on the video screen during the presentation, and picture on CSC Wall of Fame.
- **Rewards:** CSC (frequently in conjunction with the client) will reward hard working employees with event tickets, hats, shirts, jackets or other memorabilia. In several venues, financial incentives in the form of bonuses are awarded for consistent attendance during the course of a season or year.

CSC believes that its history, experience, technology and ability for mobilization combined with infrastructure, training and a "guest services" approach in both business and event operations makes it the best qualified provider of the services requested.

8. WORKFORCE AND TIME MANAGEMENT

Recruiting, training, scheduling, and managing a large event workforce can be an administratively intensive experience. Each workforce member can require multiple personal support interactions. To efficiently deal with this workload, a workforce management system must accurately and efficiently track each step of the process and its activities.

Unfortunately, off-the-shelf technologies are often inadequate for this challenge. Typically they are client server systems with poor integration, difficult user interfaces requiring extensive training, and a full-time network connection which exclude functionality in remote locations. Gaps in the system can lead to paper-based solutions and offline spreadsheets, which may lead to inaccuracy and duplication of effort.

ProtaTech's Workforce Management Solutions were initially developed to support CSC International's Olympic projects. Today, in use by all CSC branches, the system successfully manages the recruitment, scheduling, training, and development of over 50,000 staff in 45 business units at thousands of events and hundreds of venues annually. The software is web based, fully integrated, and rapidly deployable. The platform is based on the latest .NET technologies and is capable of working offline in remote locations and synchronizing upon connection to the Internet. Its user interface is intuitive, allowing for a quick learning curve among users.

Capabilities Include:

1. **Headcount & Deployment Planning:** Enables CSC to plan headcount and deployment across a workforce based on the event operational plan. The system allows planning by venue, function, role, and shift and can facilitate resource planning and budgeting.
2. **Scheduling:** This module provides real-time information regarding shift fulfillment and allows for alerts based on user defined triggers. Status and schedules can be electronically delivered to staff members.
3. **Electronic Check-in/Check-out:** This module provides real-time information on the status of staffing attendance and allows users to assign staff to pre-defined locations using pre-set priorities by post.
4. **Payroll/Billing:** Enables CSC to process hours for staff, calculates payroll data and creates an output file for check printing. The module enables users to see the

actual usage of staffing and facilitates tracking of staff attendance for staff appreciation and incentive programs.

5. **Business Intelligence:** Enables CSC to produce Planning, Scheduling, Payroll, and Deployment reports.
6. **Training:** This module allows for the scheduling of staff, trainers, and training resources, tracking of staff training attendance and performance, and management of on-line and off-line training content through integration with an E-learning platform.
7. **Credentialing:** Enables CSC to manage the accreditation registration process including capturing photos and credentialing information for individuals; assignment of privileges to individuals based on role, location or affiliation, as well as individual customization; and real-time photo badge production. This then becomes the CSC employee identification badge with photo and electronic sign in and out capabilities.

INVOICING

The use of the CSC developed, Web based scheduling and data management program allows for proper, accurate and timely tracking of both invoicing to the client as well staff payroll. This occurs by scanning in and out each employee's identification badge. Their work hours are calculated by the program, the hours sent directly to payroll, and then an invoice may be generated.

- Invoices will be submitted three (3) business days after an event.
- CSC has the ability to provide either electronic records or sign-in sheets that include classification of staff, their names, and hours worked.
- Invoices can be tailored to meet your needs.
- Payment for services rendered shall be due and payable no later than thirty (30) days from the date that services are provided.

9. UNIFORMS & IDENTIFICATION BADGES

CSC maintains the highest regard for guest perception and professionalism in the workplace. Listed below are the CSC Grooming standards and dress Policy.

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Dress codes are strictly enforced.

Dress and Appearance

- We only get one chance to make a first impression. We must look sharp at all times!
- Uniforms should be clean, neat, and pressed at all times. Shirts must be tucked into the pants. Pants must be worn around the waist and be tailored to fit the body. Pants may not be gathered at the bottom and should be no longer than 1-1/2 inches from the ground.
- All employees must wear the appropriate color and fabric slacks, dependent on event requirements, which should be clean and neat. Jeans, corduroys, dickeys, and other cotton pants are not acceptable. Baggy pants are not allowed.
- White collared shirt (no logos). The shirt may be short or long sleeves, pullover (polo type) or button down.
- Black belts must be worn with the uniform.
- Your CSC windbreaker (yellow jacket) will be snapped and tied at the bottom. The drawstrings will be tucked in the jacket.
- No badges, pins, patches, etc. are to be worn on the uniform.
- All employees will be required to wear dark socks that are acceptable in appearance.
- During all assignments requiring a "Coat and Tie", the employee will wear the following (unless otherwise specified by scheduler):
 - Blazer (provided by CSC);
 - Khaki slacks
 - Black dress shoes with dark socks;
 - White long-sleeved button up dress shirt;
 - Tie (provided by CSC).
- Baseball caps may be worn at the discretion of the event supervisor. The only hats permitted will be either navy blue with no writing or logos, navy blue with CSC logo or name, or a hat with the logo of the client for whom we are working.

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- Depending on the event, employees may be issued a CSC ID badge and/or credential. It should be worn in an upright, readable position and always be visible. No pins of any kind are allowed on the badge. You may not deface the badge in any manner. The badge/credential is the property of CSC and must be returned immediately upon request.
- Misuse of any CSC provided uniforms, equipment, or badge/credentials will result in disciplinary action.
- The image of CSC is conservative, professional, and designed to make the guest feel confident. Hair must be groomed, neat and combed. Extreme styling, not naturally occurring coloring, bleaching, or dyeing of hair is not allowed. If a hair color is changed, it must be a natural-looking color and well maintained. A plain barrette, comb or headband is acceptable. Depending on the type of event, employees may be required to have their hair pinned up, or tucked inside their collars for safety reasons. Make up may only be worn in shades of neutral tones.
- Mustaches and beards are acceptable. Facial hair, including sideburns, must be neatly trimmed. Sideburns may not extend beyond the bottom of the earlobe. Extreme hair styling is unacceptable.
- Fingernails should not exceed a 1/4" beyond the top of the finger. Only clear or cream colored enamel polish is acceptable. Polishes that are shades of green, purple, black, yellow, or blue are unacceptable. Fashion extremes are unacceptable. French or American manicures are acceptable.
- The use of antiperspirant is required. If you choose to wear cologne or perfume, please do so in moderation.
- Small rings, class rings, wedding bands or sets, and a conservative style watch are permitted. For safety reasons, necklaces must be worn under your shirt, but earrings of any kind are not allowed, and no exceptions will be made. Visible body piercing is also not allowed for both appearance and personal safety.
- Black shoes or sneakers with arch supports and rubber soles must be worn. Black closed toe and closed heel shoes are required. Shoes must be kept in good condition.
- Sunglasses may be worn at outdoor events and where glare would prevent you from doing your job safely and efficiently. Glasses with silver-coated or dark, opaque lenses that do not allow your eyes to be seen are not acceptable. Sunglasses must not be worn at night or in dark areas. The only exceptions are prescription glasses that automatically adjust shades. Sunglasses may only be worn on your face to cover your eyes. Sunglasses may not be worn on top of a hat, the back of your head or hung on your shirt or jacket. Put your sunglasses away when you are not wearing them.

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- Visible tattoos are to be covered and not seen. Tattoos on the forearm must be covered with a sports band. Black sports bands are recommended.
- Change clothing in bathrooms or designated employee changing areas only.

Any employee not meeting the CSC or client appearance standards may be sent home. Repeated violations may result in further disciplinary action, including suspension or discharge.

Uniform Recommendations

From our experience working numerous stadium, arenas, convention centers, amphitheaters, performing arts centers and unique venues and events, we would suggest the following uniforms:

Managers – Professional attire to include slacks, dress shirt, sport coat & tie.

Supervisors (general) – Dark slacks, Blue “Polo” type shirt with CSC logo and shirt number on front and word “Supervisor” on the back.

Supervisors (premium areas) – Dark Slacks, White Collared Shirt, Blazer with CSC logo, CSC I.D. and tie.

Event Staff (general) – Dark slacks and Yellow “Polo” type shirt with CSC logo and shirt number on front and words “Event Staff” on the back.

Event Staff (premium areas) – Dark Slacks, White Collared Shirt, Blazer with CSC logo, CSC I.D. and tie.

Light weight wind breaker style jackets will be available for inclement and Bomber Style parkas will be available for colder weather requirements.

An inventory of uniforms will be maintained based upon a common industrial standard of 1 ½ par (i.e. 1 ½ uniforms for every person). Each branch maintains an inventory of two-way radios with peripheral headset equipment, hand wands for metal detection and other necessary equipment to facilitate event needs. Additionally, each manager is provided a cellular telephone for use to communicate with the client representative, branch office and support staff.



CSC Uniform Samples

1. The uniform consists of a long-sleeved white shirt with a dark collar and cuffs, dark trousers, and a dark vest. The uniform is worn by all personnel assigned to the front desk of the hospital.

SAMPLE STANDARD PEER GROUP UNIFORMS



Supervisor Polo



Event Staff Polo

Colors may be changed if necessary for your facility.

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CSC will provide and maintain its own uniforms as well as supply our employees with identification badges that can be scanned for utilization of our proprietary workforce management system.

- Verification of Workforce Delivery System – Although CSC does utilize sign-in or “crew” sheets and rosters to verify actual staff numbers for both payroll and invoicing, we also deploy a proprietary electronic workforce management system.

The workforce management system saves the client billable time as it increases the efficiency of signing staff both in and out for work. This system also gives CSC the ability to know exactly how many staff are signed in at any given time and has the ability to create specialized reports for total service hours worked in each classification of employee. This additionally serves as picture identification.

Sample attached.



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10. PROPOSED EXCEPTIONS & ADDITIONAL TERMS

The following serves as Contemporary Services Corporation's (CSC) Exceptions and Proposed Additional Terms to the Request for Proposal for Event Security Services for the Capistrano Unified School District (the District).

Deletions to the text of the RFP are noted with a strikethrough. Additions to the text of the RFP are noted by italicized and underlined text. Explanations for revisions or clarifications are noted in italicized text.

Text not referred to or included herein is deemed acceptable and unmodified.

RFP Page 10-11, Section A.35

Service Credit

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails, in the view of both the District and Contractor, to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redeemed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

CSC respectfully requests the foregoing addition. The issuance of any service credit must be with CSC's concurrence to prevent any crediting that is not, in CSC's view, justified.

RFP Page 11-12, Section A.36

Default by Contractor

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand, with Contractor's consent, a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages.

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions in the view of a neutral arbiter agreed upon by both the District and Contractor.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor, ~~whether or not he or she is considered "on duty" by the Contractor.~~
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required by any governmental agency.
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract, shall not constitute a waiver of any part of the contract.

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The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

o Remedies in Case of Default:

Should the District determine a contractor to be in default of the contract on the grounds noted above, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default
- Demand, with Contractor's consent, a Service Credit
- Terminate the contract after Contractor has been given ten (10) days to cure the default.

CSC respectfully requests the foregoing changes. First, as noted above, the issuance of any service credit must be with CSC's concurrence to prevent any crediting that is not, in CSC's view, justified. Second, CSC is certain that CSC and the District will develop a fruitful relationship. CSC therefore believes it would be wise to appoint a neutral third party to arbitrate potential disputes regarding the adequacy of CSC's services if an amicable solution cannot be quickly reached. Third, CSC can only be held responsible for its employees in their capacity as employees of CSC. Fourth, CSC believes it should be given a reasonable opportunity to alleviate any concerns the District may have, and that this opportunity should be enshrined in the resulting agreement.

RFP Page 13-14, Section B.7

Insurance

Vendor 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 vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor 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, vendor 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. Vendor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, under said policy.

CSC respectfully requests the foregoing addition. CSC's insurance carrier will require that any provision listing a client as additional insured on CSC's policies must be subject to the indemnification provisions of the agreement between CSC and its client.

RFP Page 23

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured, subject to and limited by the indemnification provisions of the final agreement between the parties, and certificate holder on the Certificate of Liability Insurance form Accord 25 (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Capistrano Unified School District as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

This form contains and consists of confidential and proprietary information belonging to Capistrano Unified School District and is not to be reproduced, copied, or used without the express written permission of the District.

The Capistrano Unified School District is named as additional insured, subject to and limited by the indemnification provisions of the agreement between the Capistrano Unified School District and Contemporary Services Corporation. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

CSC respectfully requests the foregoing additions. As noted above, CSC's insurance carrier will require that any provision listing a client as additional insured on CSC's policies must be subject to the indemnification provisions of the agreement between CSC and its client.

RFP Page 35, General Conditions, Section 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~~ if such breach is not cured within ten (10) days. 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.

CSC respectfully requests the foregoing changes. As noted above, CSC believes it should be given a reasonable opportunity to alleviate any concerns the District may have prior to the District terminating the agreement.

RFP Page 35, General Conditions, Section 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, reasonable 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 the sole negligence of Contractor or its subcontractors, whether authorized by this Agreement or not.~~ The foregoing duty of Contractor to indemnify shall not apply to any liability, cost or expense arising out of the negligence or willful misconduct of the District, its Governing Board, officers, agents, employees, and volunteers, nor to the independent acts of third parties not affiliated with Contractor. 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.

CSC respectfully requests the foregoing changes. CSC is willing to indemnify the named parties for those instances in which CSC should in fairness be held responsible, but CSC cannot act as the District's insurer.

RFP Page 35, General Conditions, Section 9

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)

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Employee Report for Orange County - Guards

Last Name, First Name

ABDULLAH Raheem	Guard
ADAM Jeffrey S	Guard
ADAMS Gary A	Guard
AGUILERA Shawnay	Guard
ALMONTE Erika	Guard
ALONSO Ricardo	Guard
ANDERSON Matt	Guard
ANDERSON MICHAEL E	Guard
AYALA Victoria	Guard
BAILEY SHEA	Guard
BARNES JONATHAN	Guard
BARNES MARK S	Guard
BENNETT GRAHAM	Guard
BLUMBERG MERCY C	Guard
BONILLA WILLIAM W	Guard
BROWN STEVEN	Guard
BUGARIN OLGA M	Guard
BUSHAW JARED	Guard
CABACUNGAN Kristine	Guard
CABALLERO ANTHONY	Guard
CADENA Tony	Guard
CALDERON ROBERT J	Guard
CALDWELL Scott	Guard
CAMACHO JOSEPH	Guard
CAMPOS JESSE	Guard
CARDONA JOHNNY	Guard
CARR Roy	Guard
CARRANZA YESENIA	Guard
CARRICO Carri	Guard
CARRILLO Anthony	Guard
CASTRO-ORTEGA David	Guard
CEJA SALVADOR	Guard
CERDA ERIC	Guard
CHAVEZ JOHN P	Guard
CHAVEZ KATHLEEN M	Guard
CHAVEZ ZULEMA	Guard
COLDIVAR Dennis	Guard
CORONADO Juan B	Guard
CORRIGAN Ronald M	Guard
CORTES JUSTYN	Guard
CORTEZ Cain	Guard
DASCOULIAS ROBERT	Guard
DAVIS CHRISTOPHER	Guard
DELBRIDGE KRYSTA R	Guard
DOANE DANIEL	Guard
DUARTE JOSE I	Guard
DUBOIS Britny	Guard
DUMAGAN GIANINA	Guard
DUONG Phong	Guard
DYER Kayla	Guard
ECHOLS Taylor	Guard
ELISADA Victor	Guard
ENGELMANN Cody	Guard
EUGE ETHAN	Guard
FAIR Sharon M	Guard
FISCHER KIMBERLY	Guard
FLANDERS DOUGLAS A	Guard

FLOJO BARTON	Guard
FLORES CONNIE L	Guard
FLYNN MICHAEL	Guard
GAINERS CAITLYN	Guard
GALLARDO Yasmin	Guard
GALLEGOS John	Guard
GARCIA ADRIAN R	Guard
GARCIA MICHAEL A	Guard
GARCIA OSCAR J	Guard
GENTRY DAMIEN J	Guard
GEYER DALLAS	Guard
GHILICI NICOLAE	Guard
GOBLE MATTHEW J	Guard
GODOY CYNTHIA	Guard
GOLDSTEIN EARL E	Guard
GOMEZ GEORGE A	Guard
GONZALES JOEL M	Guard
GOREY Francis A	Guard
GRUNBAUM ANDREW	Guard
GUTIERREZ Angela M	Guard
HARMON John	Guard
HARRIS TELAYA	Guard
HARVEY Angelica	Guard
HAYES MICHAEL A	Guard
HELMS Kaitlyn	Guard
HERSHEY ERIN	Guard
HUERTA CHRISTOPHER	Guard
HUME JEFFREY R	Guard
JACQUES BREE	Guard
JOHNSON James	Guard
JONES JR Ricky	Guard
JOVANOVIC Robert	Guard
KELLY Dejon	Guard
KIKAWA Jennifer	Guard
KING MISTY D	Guard
KLOUSIA Matthew L	Guard
KNIGHT ERIC P	Guard
KNOWLES Michael	Guard
KOTSAY ALEX J	Guard
LACY Matthew	Guard
LACY TIMOTHY P	Guard
LARA Tanya	Guard
LENT Daniel P	Guard
LEONHARD Joshua J	Guard
LONA CECILIA	Guard
LONA MARICELA	Guard
LONG Eric J	Guard
LOPEZ EREN	Guard
LOPEZ Saul	Guard
LUONG JASON	Guard
LUTGEN JACK	Guard
MALLOZZI RICHARD P	Guard
MANGOSING GENINE	Guard
MARTINEZ ANTHONY	Guard
MARTINEZ Federico G	Guard
MARTINEZ RENNY	Guard
MARTINEZ ROSEMARY	Guard
MARTINEZ SERENA	Guard
MARTINEZ-MARURI EMMANUEL	Guard
MATTHEWS JENNIFER	Guard
MAURIZI STEVE	Guard
MAZURE JONATHAN	Guard

MCCLURE Tony	Guard
MEIGEL SCOTT	Guard
MENDOZA OSCAR	Guard
MILAN MISCHA	Guard
MILLER SANITA	Guard
MILLER Scott	Guard
MOLYNEAUX Brittany	Guard
MORRIS DAVE	Guard
MUCKE CJ A	Guard
NAVA ERICA	Guard
NAVARRO Jocelyn	Guard
NEVAREZ ALICIA	Guard
NGUYEN JOHN	Guard
NORRBOM RICHARD	Guard
NUNEZ Josephine	Guard
OBANNON Dan	Guard
ODOM Trent	Guard
ORNELAS CHRISTOPHER	Guard
ORTIZ Arturo	Guard
ORTIZ MICHAEL A	Guard
OWNBEY Donald L	Guard
PAGE DARYL	Guard
PANIAGUA ERNESTO	Guard
PATTEN DEVON A	Guard
PAZ FERNANDO	Guard
PEEVYHOUSE WILLIAM C	Guard
PERALTA Douglas Michael	Guard
PEREZ Rudy	Guard
PETERSON BRANDON	Guard
PHAM PHILLIP	Guard
PICOU EARL J	Guard
PLACENTIA James	Guard
PODSAKOFF CHASE	Guard
POUNDERS Sarah L	Guard
PRINGLE Arlene G	Guard
PRUITT FABRIANNE	Guard
PUNTES JUAN	Guard
QUINONEZ MARIA L	Guard
RAINES Ericson G	Guard
RAINIS MICHAEL J	Guard
RAINS LINDSEY	Guard
RAMIREZ ISAIAS	Guard
RAMIREZ JONATHAN	Guard
RAMIREZ MARIAH	Guard
REID Kenny	Guard
REITEN Randall L	Guard
RIVERA LUIS	Guard
ROGERS ANDREW M	Guard
ROGERS JACQUELINE	Guard
ROSS Lorne	Guard
RUIZ Katheryn	Guard
SAAVEDRA JORGE	Guard
SALCEDO Daisy	Guard
SALCIDO Cara	Guard
SANCHEZ DANNY	Guard
SANCHEZ DAVID	Guard
SANCHEZ JENNIFER	Guard
SANTOYO YLENNE	Guard
SAYER Kristopher	Guard
SCOTT JR RONALD J	Guard
SHOEMATE MICHAEL	Guard
SHORB GLENN C	Guard

SILVA CHERYL	Guard
SIMOLO KRISTINE L	Guard
SIMPSON Zachary S	Guard
SIVCOVICH THOMAS D	Guard
SMALLEY MICHAEL	Guard
SOLIS BRITTANY	Guard
SOTO DENNIS	Guard
SOTO EDITH	Guard
SOUTHARD DAWN	Guard
SPANLEY Alexa	Guard
STAUDINGER JAMES	Guard
SUSSMAN Gary S	Guard
SWEETER TATIANA	Guard
TAMBURRI ANTHONY D	Guard
TOLMASOV RICHARD	Guard
TRAHAN Mark	Guard
TREJO Anthony	Guard
VALDERRAMA Jose I	Guard
VASQUEZ DAVID	Guard
VEGOS Aubrey	Guard
VELIE LARRY	Guard
VERGARA Dennis	Guard
VICTORIA GILDA I	Guard
VILLAREAL ROBERT R	Guard
VILLEGAS JR Jose J	Guard
WALLACE ALEXANDER	Guard
WHITE Steven	Guard
WISNIEWSKI Joan	Guard
WOLCOTT Chris	Guard
ZAMORA Earl W	Guard
ZAWYRUCHA DANIEL E	Guard
ZIMMERMAN Kenneth	Guard

EXTENSION OF AGREEMENT NO. I1011124

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GUIDA SURVEYING, INC.

Consultant Agreement No. I1011124 called for an original 12-month contract period of March 9, 2011 through March 8, 2012.

The contract with Guida Surveying, Inc., shall be extended an additional 12 months, for the period March 9, 2013 through March 8, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on February 27, 2013.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$60,000 annually. This amount may be increased by written agreement of both parties.

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

DISTRICT

CONTRACTOR

Capistrano Unified School District

Guida Surveying, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



February 04, 2013

Terry Fluent
Capistrano Unified School District
33122 Valley Rd
San Juan Capistrano, 92675

Subject: On call as needed Grade Checking Surveying Services for Capistrano Unified School District

Dear Terry

Pursuant to Walt Eden request I'm please to submit this proposal. This proposal is based on my conversation with Eden Company and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform surveying service as directed by the school district representative.

Negotiated fee for above services.

- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope.

If you have any question please call me at 949-777-2000.

Sincerely

A handwritten signature in dark ink, appearing to read "Ralph Guida IV", is written over a horizontal line.

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.



GUIDA SURVEYING RATES

Rates effective February 1, 2013 through June 30, 2014

RATE	PER	PERSONNEL
\$175.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$245.00	HOUR	2 MAN SURVEY CREW
\$350.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$115.00	HOUR	DRAFT / CADD OPERATOR
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L.S.
\$190.00	HOUR	SENIOR PROJECT MANAGER
\$220.00	HOUR	PRINCIPAL
\$125.00	per person	PER DIEM
<p style="text-align: center;">Overtime is 1.5 times rates listed-Night work 2.0 times rate above</p> <p style="text-align: center;">15% will be added to all reproduction, research material, and delivery services</p> <p style="text-align: center;">Mileage will be billed at the federal rate</p>		

2 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. 11011124



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Guida Surveying, 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:** Surveying and construction engineering services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on March 9, 2011, and will diligently perform as required and complete performance by March 8, 2012.

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. 11011124

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

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

CONTRACTOR'S NAME: Guida Surveying, Inc.

CONTRACT No. 11011124

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: Guida Surveying, Inc.

CONTRACT No. 11011124

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: Guida Surveying, Inc.

CONTRACT No. 11011124

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: Guida Surveying, Inc.

CONTRACT No. 11011124

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:

Guida Surveying, Inc.
9241 Irvine Blvd., #100
Irvine, CA 92618
949.777.2050

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: Guida Surveying, Inc.

CONTRACT No. 11011124

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/Rate Sheet</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 9th DAY OF March, 2011.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

March 8, 2011

Board Approval Date

Guida Surveying, Inc.

Contractor Name

Signature: Ralph W. Guida Jr.

RALPH W. GUIDA JR.

Typed or Printed Name

PRESIDENT

Title

33-0668606

Taxpayer Identification Number



February 10, 2011

Randy Rowles
Executive Director
Capistrano Unified School District

Subject: On call as needed Grade Checking Surveying Services for Capistrano Unified School District

Dear Randy

I'm please to submit this proposal for the following scope work. This scope is based on my conversation with Eden Company and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform the following scope of service as directed by the school district representative.

Surveying Service

Guida Surveying will perform the following survey services

1. Verify existing survey stakes to confirm the location and elevation.
2. Verify forms, trenched footings, block wall heights, embed location and other items as directed.
3. Provide all finds measurements to field representative.
4. Provide Survey Construction verification.
5. Provide as needed staking for conceptual and visual field location. (not for any construction staking)
6. Coordinate with Districts Inspector of Record (I.O.R.)

Negotiated fee for above services.

- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope.

If you have any question please call me at 949-777-2000.

Sincerely

A handwritten signature in black ink, appearing to read "Ralph Guida IV", is written over a horizontal line.

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

Exhibit A

1 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219



GUIDA SURVEYING RATES

Rates effective July 1, 2010 through June 30, 2011

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$240.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$115.00	HOUR	DRAFT / CADD OPERATOR
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L.S.
\$190.00	HOUR	SENIOR PROJECT MANAGER
\$220.00	HOUR	PRINCIPAL
\$125.00	per person	PER DIEM
Overtime is 1.5 times rates listed-Night work 2.0 times rate above		
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

2 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
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 San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219

EXTENSION OF AGREEMENT NO. 11011124

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GUIDA SURVEYING, INC.

Consultant Agreement No. 11011124 called for an original 12-month contract period of March 9, 2011 through March 8, 2012.

The contract with Guida Surveying, Inc., shall be extended an additional 12 months, for the period March 9, 2012 through March 8, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on March 28, 2012.

The total amount of services requested by District and provided by Consultant under this extension shall not exceed \$60,000. This amount may be increased by mutual agreement of both parties.

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

DISTRICT

CONTRACTOR

Capistrano Unified School District

Guida Surveying, Inc.

By: Terry Fluent
Signature

By: [Signature]
Signature

Terry Fluent

RAUPH W. GOWAT
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 4/10/12

Date: 4-9-12



February 10, 2011

Randy Rowles
Executive Director
Capistrano Unified School District

Subject: On call as needed Grade Checking Surveying Services for Capistrano Unified School District

Dear Randy

I'm please to submit this proposal for the following scope work. This scope is based on my conversation with Eden Company and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform the following scope of service as directed by the school district representative.

Surveying Service

Guida Surveying will perform the following survey services

1. Verify existing survey stakes to confirm the location and elevation.
2. Verify forms, trenched footings, block wall heights, embed location and other items as directed.
3. Provide all finds measurements to field representative.
4. Provide Survey Construction verification.
5. Provide as needed staking for conceptual and visual field location. (not for any construction staking)
6. Coordinate with Districts Inspector of Record (I.O.R.)

Negotiated fee for above services.

- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope.

If you have any question please call me at 949-777-2000.

Sincerely

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Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

Exhibit A

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
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San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219

107

AMENDMENT TO AGREEMENT
BID NO. 1011-14 GROCERY PRODUCTS
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
A & R WHOLESALE DISTRIBUTORS, INC.

Agreement for Bid No. 1011-04 called for grocery products to be provided at the pricing shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1011-14 shall be increased to \$77,000 annually for additional grocery items as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

Date: _____

CONTRACTOR

A & R Wholesale Distributors, Inc.

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT 27

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.		Barbecue Sauce	PPI AMERICA		7267810	378 cases	200 units per case @ 12 grams per unit	Case	442
* 3.	043552	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	18.22
* 4.		Beans, Green, Low Sodium #10 can	Any	CALIFORNIA HEALTHY HARVEST (CHH)	38180	54 cases	6 units per case @ #10 can per unit	Case	20.29

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook G-1K	82010	240 cases	6 units per case @ 30 oz per unit	Case	18 ⁷⁴
* 6.	74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	41 ⁸⁸
7.	19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
8.	42385	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
9.	40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
* 10.	48399	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 11.	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 12.	041902	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	22 ¹⁶
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	NO BID

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	20.93
* 15.	TBD	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	36.96
16.		Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case	NO BID
* 17.	51070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	26.25
* 18.	086182	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	38.99
* 19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	42.89
20.	081008	Cracker, Graham Honey Rite	Keebler 33406			150 cases	200 units per case packed 2 ea per pack	Case	12.63
* 21.	39085	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	19.85
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	38.99

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	080507	Cracker, Saltine	Keebler 1008			49 cases	500 units per case packed 2 ea per pack	Case	842
24.		Croutons, Individual wrapped bags	Any	MARZETTI	140015	46 cases	250 units per case @ .25 oz per unit	Case	1672
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	NO BID
* 27.	00842	Dressing, Ranch Buttermilk	Ken's	RICH IN ALL		14 cases	4 units per case @ 1 gal per unit	Case	2942
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	NO BID
* 30.	82100	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	114
31.	82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	974

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	81975	Dressing, Italian Fat Free	Marzetti	TP 6000MET 100/1.5 oz	001984	4 cases	60 units per case @ 1.5 oz per unit	Case	7 ⁹⁹ 11 ⁹
* 33.	81992	Dressing, Ranch Lite	Marzetti	Ph	Ph	214 cases	60 units per case @ 1.5 oz per unit	Case	Ph 10 ⁷²
34.	81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	11 ⁷⁷
35.		Fruit, Canned Applesauce	Any	INDEPENDENT	043499	48 cases	6 units per case @ #10 can per unit	Case	23 ¹⁴
* 36.		Fruit, Canned Apricot Halves	Any	CHH	041275	50 cases	6 units per case @ #10 can per unit	Case	21 ⁹⁷
37.		Fruit, Canned Mandarin Oranges	Any	JACKPOT	041289	3 cases	6 units per case @ #10 can per unit	Case	29 ⁸⁹
38.		Fruit, Canned Mixed	Any	CHH	30455	25 cases	6 units per case @ #10 can per unit	Case	28 ²⁸
* 39.		Fruit Canned Peaches Sliced	Any	CHH	041271	50 cases	6 units per case @ #10 can per unit	Case	22 ⁸⁸

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 40.		Fruit Canned Pears Sliced	Any	CHH	041222	50 cases	6 units per case @ #10 can per unit	Case	22 ³²
* 41.		Fruit Canned Pineapple Chunks	Any	JACK POT	041909	116 cases	6 units per case @ #10 can per unit	Case	26 ⁶⁴
* 42.		Jalapenos	Any	DEL SOL	08395	15 cases	6 units per case @ #10 can per unit	Case	17 ⁷²
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NO BID
44.		Mayonnaise Lite	Any	EARTH BANNER	001040	24 cases	4 units per case @ 1 gal per unit	Case	22 ⁴⁴
* 45.		Mayonnaise Lite	Best Foods	PPI AMERICANA	7621810	246 cases	200 units per case @ 12 grams per unit	Case	* 6 ⁸²
46.	7605890	Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	512

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	JACKPOT	040919	6 cases	6 units per case @ #10 can per unit	Case	32 ²²
48.		Pan Coating Aerosol	Any	PRIDE	TBD	6 cases	6 units per case @ 22 oz per unit	Case	22 ⁴⁴
* 49.		Pasta, Penne Whole Grain	Any	BARILLA	003771	133 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
* 50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	003769	50 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
51.		Pickle Chips, Dill	Any	HOMADE	041800	13 cases	4 units per case @ 1 gal per unit	Case	13 ⁷⁵
52.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	6 units per case @ #10 can per unit 5 GAL	Case	20 ¹⁶
* 53.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	1 unit per case @ 5 gallons	Case	20 ¹⁶
* 54.	081609	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵
55.	081608	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	08584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	21 ⁸⁵
57.		Raisins, Box	Any	AZAR	25510	119 cases	144 units per case @ 1.33 oz per unit	Case	29 ²⁴
58.		Relish, Sweet	Any	PPI AMERICAN	763520	8 cases	200 units per case @ 9 grams per unit	Case	5 ²⁴
59.		Relish, Sweet	Any	HOMME	040202	2 cases	4 units per case @ 1 gal per unit	Case	19 ³⁴
* 60.		Rice, Long Grain Par Boiled	Any	PEAK	042502	87 cases	1 unit per case @ 25 lb Bag	Case	12 ¹¹
* 61.		Rice, Brown Whole Grain	Any	PEAK	20147	450 cases	1 unit per case @ 1 25 lb Bag	Case	12 ¹¹
62.	041579	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	36 ⁸⁹
63.	13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	37 ⁷²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.		Soy Sauce	Any	SOY SA HOLLER	47432	54 cases	500 units per case @ 9 grams per unit	Case	911
65.		Spice, Basil Ground	Any	PACIFIC SPICE	12052J	4 jars	1 jar @ 24 oz 12.5 oz	Jar	324
66.		Spice, Chili Powder	Any		12053J	2 jars	1 jar @ 5 lbs	Jar	174
67.		Spice, Cumin Ground	Any		12031J	2 jars	1 jar @ 5 lbs	Jar	18.82
68.		Spice, Garlic Powder	Any		12040J	24 jars	1 jar @ 5 lbs	Jar	18.82
* 69.		Spice, Onion Dehydrated	Any		12054	3 tubs	1 tub @ 15 lbs	Tub	34.24
70.		Spice, Pepper Ground	Any		12043J	1 jar	1 jar @ 5 lbs	Jar	25.28
* 71.		Spice, Salt Granulated	Any		08399	3 bags	1 bag @ 25 lbs	Bag	4.32
* 72.		Spice, Sesame Seed	Any		12091J	38 jars	1 jar @ 12 oz 2.1 oz	Jar	3.62
73.		Sugar, Granulated	Any	CHH	225263	1 bag	1 bag @ 25 lbs	Bag	20.22
* 74.		Sugar Packets	Any	CHH	688383	2 cases	2,000 units per case @ 2.8 oz per unit	Case	12.92
75.		Sugar, Brown	Any	CHH	420283	534 bags	1 bag @ 50 lbs	Bag	39.42

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET LOW	06052	2 cases	1,500 units per case @ 1 gram per unit	Case	14 ²²
77.		Syrup, Maple	Any	PP1 AMERICAN	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	6 ³¹
78.		Taco Sauce	Any	PP1 AMERICAN	7641580	367 cases	500 units per case @ 9 grams per unit	Case	8 ⁷⁹
* 79.	00193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	19 ⁹²
80.		Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per unit	Case	NR BID
81.		Tartar Sauce	Any	PP1 AMERICAN	7643570	5 cases	200 units per case @ 9 grams per unit	Case	6 ⁴⁶
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia	SUGAR FOODS	55651	12 bags	1 bag @ 12 lbs 10/40	Bag	27 ⁹²

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that ROBERT EDWIN whose title is KEY ACCOUNT MANAGER authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
Yes Yes, other public agencies may purchase from this Bid.
No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
Extension option for one year: option granted option not granted
MUTUALLY AGREED EXTENSION
Extension option for a second year: option granted option not granted
MUTUALLY AGREED EXTENSION
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Russell Erwin the KEY ACCOUNT MANAGER (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: _____

(a CALIFORNIA Corporation*)

Business Address: _____

5375 E. Hunter Ave

Anaheim, CA 92807

Signed by: _____, President**,
RUSSELL ERWIN

Dated: 4-11-11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items
with an astrisk*

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 2012
two (2) one-year renewal terms at the option of the Board of Trustees.

Bid Form and Agreement
Page 27

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.


The contract with A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$27,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

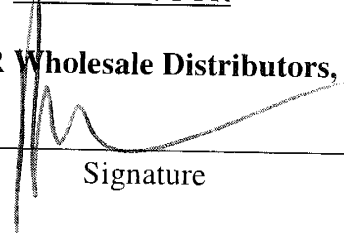
Terry Fluent

Director, Purchasing

Date: 5/24/12

CONTRACTOR

A & R Wholesale Distributors, Inc.

By: 
Signature

Rossen Erwin
Print Name
KEY ACCOUNT MANAGER

Title

Date: 5-22-12

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
3.	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	\$18.22	\$ 21.55
			Cal Girl						
4.	Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	\$20.29	\$ 25.85
6.	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	\$41.88	\$ 41.88
10.	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$ 24.04
11.	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	\$23.53	\$ 24.04
12.	Cereal Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	\$22.16	\$ 23.08
14.	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	\$20.93	\$ 21.65
15.	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$36.96	\$ 36.96
17.	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per	Case	\$26.25	\$ 22.92
18.	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$38.99	\$ 43.60
19.	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$42.89	\$ 46.90
21.	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	\$19.85	\$ 22.92
27.	Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case		\$ 29.42
			*Rich in All					*\$29.42	
30.	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	\$11.14	\$ 12.15
33.	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$10.72	\$ 11.77

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
36.	Fruit, Canned Apricot Halves	Any	Kraft	3716594	50 cases	6 units per case @ #10 can per unit	Case	\$21.97	\$31.30
39.	Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.88	\$25.98
40.	Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$22.32	\$26.55
41.	Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	\$26.69	\$26.69
42.	Jalapenos	Any			15 cases	6 units per case @ #10 can per unit	Case	\$17.72	\$18.88
45.	Mayonnaise Lite	Best Foods	Best Foods *PPI America na (A & R and Gold Star)		246 cases	200 units per case @ 7/16 oz per unit = 12 grams per spec 200 units per case @ 12 grams per unit	Case	*\$6.82	\$7.22
49.	Pasta, Penne Whole Grain	Any			133 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$18.98
50.	Pasta, Spaghetti Whole Grain	Any			50 cases	1 unit per case @ 20 lbs	Case	\$18.98	\$18.98
53.	Pickle Spears, Dill	Any			2 cases	1 unit per case @ 5 gallons	Case	\$20.16	\$20.16
54.	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.85	\$21.85
60.	Rice, Long Grain Par Boiled	Any			87 cases	1 unit per case @ 25 lb Bag	Case	\$12.11	\$12.11
61.	Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	\$12.11	\$12.11
71.	Spice, Salt Granulated	Any			3 bags	1 bag @ 25 lbs	Bag	\$4.32	\$4.32
72.	Spice, Sesame Seed	Any			38 jars	1 jar @ 12 oz	Jar	\$3.62	\$3.92

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Dist. Inc.	Proposed 2012-2013 Bid Unit Pricing
74.	Sugar Packets	Any			2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$12.92	\$12.92
79.	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$19.92	\$20.19

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 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. Conroy, Shawna	Student Supvr	Voluntary	11/09/2009	07/01/2012
2. Dix, Sonja	Inst Asst-Presch	Voluntary	10/14/2010	02/01/2013
3. Dominguez, Breana	ASB Worker	Voluntary	02/24/2012	02/13/2013
4. Hanson, Robin	MS Campus Supvr	Voluntary	09/27/2004	02/27/2013
5. Hernandez Valera, Aurea	Blngl Comm Svcs Liaison	Personal	02/14/2013	02/14/2013
6. Landsdell, Lyle	ASB Worker	District Initiated	08/24/2012	02/07/2013
7. Mattes, Joni	Sub HS Campus Supvr	Voluntary	09/11/2012	02/11/2013
8. Meyers, Marcia	Sub IBI Asst/Tutor	Voluntary	01/26/2012	02/11/2013
	Sub IF-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Inst Asst-Sp Ed Presch			
9. Miyama, Yuko	Inst Asst-Sp Ed	Personal	01/11/2012	02/22/2013
10. Morse, Scott	Walk on Coach	District Initiated	02/28/2009	02/07/2013
11. Norton, Christina	Sub IF-Sp Ed	Voluntary	09/18/2003	03/06/2013
	Sub Inst Asst-Sp Ed			
	Inst Asst-Sp Ed Presch			
12. Paynard, Mary	Sch Bus Driver	Retirement	01/14/2000	01/31/2013
13. Richardson, Scott	ASB Worker	District Initiated	02/28/2009	02/14/2013
14. Smith, Lynda	IF-Sp Ed	Retirement	02/10/1998	02/15/2013
15. Smith, Noel	ASB Worker	District Initiated	10/12/2005	02/14/2013
16. Sprong, Luanne	FS Worker	Voluntary	02/21/2012	02/01/2013

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Jabali, Mariela	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	02/28/2013
18. Walsh, Eileen	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	02/28/2013
<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Burton, Irma	Blngl Inst Asst (9.5mo/17.5hpw)	\$19.34 hr	R21-10	02/28/2013
20. Cancinos, Silvia	Blngl Inst Asst (9.5mo/17.5hpw)	\$19.34 hr	R21-10	02/28/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 2013
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Hopkins, Velma	Blngl Inst Asst (9.5mo/17.5hpw)	\$18.42 hr	R21-6	02/28/2013
22. Novack, Mary	Blngl Inst Asst (9.5mo/15hpw)	\$20.82 hr	R21-20	02/28/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Hanson, Robin	MS Campus Supvr	\$15.16 hr	R23-1	02/28/2013
24. Hernandez Valera, Aurea	Clerk	\$15.16 hr	R23-1	02/28/2013
25. Mladenik, Sarah	Student Supvr	\$10.00 hr		02/28/2013
26. Quireshi, Farhat	Student Supvr	\$10.00 hr		02/28/2013
27. Rodriguez, Raul	Custodian I	\$16.33 hr	R26-1	02/28/2013
28. Sprong, Luanne	FS Worker	\$12.14 hr	R14-1	02/28/2013

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
29. Gustafson, Elizabeth	Sub Sch Bus Driver Trainer	\$ 8.00 hr	10/31/2012- 12/16/2012

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. Allison, Jim	Softball, Varsity (Asst)	Aliso Niguel HS	\$3,044.00	02/11/2013- 05/03/2013
31. Ambrose, Cody	Soccer, Girls Varsity (Asst)	Capistrano Valley HS	\$2,609.00	11/19/2012- 02/08/2013
32. Anderson, Marc	Lacrosse, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	02/01/2013- 05/10/2013
33. Butler, Tim	Track, Boys Varsity (Asst)	Dana Hills HS	\$2,609.00	02/13/2013- 05/03/2013
34. Caouette, Alan	Softball, Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/11/2013- 05/03/2013
35. Carlson, Cynthia	Swimming, Girls Varsity (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/03/2013
36. Conrad, Todd	Swimming, Girls Varsity (Head)	Tesoro HS	\$3,261.00	02/03/2013- 05/10/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 2013
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
37. Corbett, Kevin	Track, Girls Varsity (Asst)	San Clemente HS	\$2,609.00	02/11/2013- 05/03/2013
38. Crane, Ryan	Track, Girls Varsity (Head)	Dana Hills HS	\$3,478.00	02/23/2013- 05/03/2013
39. DiLeo, Tim	Tennis, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/18/2013- 05/10/2013
40. Eaton, Patrick	Volleyball, Boys Varsity (Asst)	Tesoro HS	\$3,478.00	02/23/2013- 05/01/2013
41. Elkins, Dave	Lacrosse, Girls Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013- 05/03/2013
42. Fasola, Pattie	Track, Boys Varsity (Asst)	Tesoro HS	\$2,609.00	02/23/2013- 05/03/2013
43. Hall, Rex	Track, Girls Varsity (Asst)	Dana Hills HS	\$2,609.00	02/23/2013- 05/03/2013
44. Hill, Paul	Softball, Varsity (Head)	San Clemente HS	\$3,478.00	02/11/2013- 05/10/2013
45. Holbrook, Randall	Softball, Varsity (Head)	San Juan Hills HS	\$3,478.00	02/01/2013- 05/10/2013
46. Hutnick, Mike	Lacrosse, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/10/2013
47. Jarvis, Shenna	Soccer, Girls Varsity (Head)	Dana Hills HS	\$3,261.00	11/19/2012- 02/08/2013
48. Jenkins, Patrick	Lacrosse, Boys Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013- 05/03/2013
49. Keefer, Bryce	Tennis, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	02/01/2013- 05/10/2013
50. Kelley, Peter	Tennis, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013- 05/03/2013
51. Kwak, Jason	Volleyball, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013- 05/03/2013
52. Lee, Hakjin	Volleyball, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/11/2013- 05/03/2013
53. McBride, Oscar	Track, Girls Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/23/2013- 05/03/2013
54. Miner, Adam	Lacrosse, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/23/2013- 05/10/2013
55. Miranda, Albert	Track, Girls Varsity (Head)	Tesoro HS	\$3,478.00	02/23/2013- 05/03/2013
56. Moore, Katie	Swimming, Girls Varsity (Asst)	Dana Hills HS	\$2,609.00	02/23/2013- 05/03/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 2013
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Nelson, Nikolas	Baseball, Varsity (Asst)	Tesoro HS	\$3,044.00	02/23/2013- 05/10/2013
58. Newberry, Daniel	Swimming, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	02/01/2013- 05/10/2013
	Swimming, Girls Varsity (Head)		\$3,261.00	02/01/2013- 05/10/2013
59. Nikolenko, Max	Trainer	Dana Hills HS	\$3,478.00	09/05/2012- 06/11/2013
60. Pacek, Kristina	Swimming, Girls Varsity (Asst)	San Juan Hills HS	\$2,609.00	02/01/2013- 05/10/2013
61. Pfeil, Terry	Track, Boys Varsity (Head)	Tesoro HS	\$3,478.00	02/23/2013- 05/03/2013
62. Powell, Christopher	Swimming, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/11/2013- 05/03/2013
63. Price, Robert	Track, Boys Varsity (Asst)	San Juan Hills HS	\$2,609.00	02/01/2013- 05/10/2013
64. Schneringer, Paul	Swimming, Boys Varsity (Asst)	San Juan Hills HS	\$2,609.00	02/01/2013- 05/10/2013
65. Sherman, Rocky	Safety/Equipment	Aliso Niguel HS	\$3,478.00	09/05/2012- 02/01/2013
66. Skelly, Mike	Softball, Girls Varsity (Asst)	Dana Hills HS	\$3,044.00	02/23/2013- 05/10/2013
67. Slye, Laura	Softball, (Asst)	San Clemente HS	\$3,044.00	02/11/2013- 05/10/2013
68. Wilberton, Phil	Golf, (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/03/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
69. Bertran, Brooke	Track, (Asst)	Dana Hills HS	\$2,000.00	02/23/2013- 05/03/2013
70. Bialik, Arthur	Swimming, Boys Varsity (Asst)	Dana Hills HS	\$3,000.00	02/23/2013- 05/03/2013
71. Braun, Tyler	Volleyball, Boys JV	Dana Hills HS	\$2,600.00	02/23/2013- 05/01/2013
72. Buccheri, James	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 200.00	02/11/2013- 05/03/2013

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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>
73. Campbell, Dori	Lacrosse, Girls Varsity (Asst)	Dana Hills HS	\$2,500.00	02/23/2013- 05/10/2013
74. Chambers, Keith	Track, (Asst)	Dana Hills HS	\$2,500.00	02/23/2013- 05/03/2013
75. Cloud, Jason	Water Polo, Girls (Asst)	San Clemente HS	\$2,200.00	01/14/2013- 02/08/2013
76. Conley, Christopher	Lacrosse, Girls (Asst)	Aliso Niguel HS	\$2,200.00	02/11/2013- 05/03/2013
77. Cooper, Trent	Lacrosse, Boys (Asst)	Aliso Niguel HS	\$3,000.00	02/11/2013- 05/03/2013
78. Copp, Jim	Track, (Asst)	Dana Hills HS	\$3,000.00	02/23/2013- 05/03/2013
79. Cota, Chris	Track, (Asst)	Dana Hills HS	\$2,000.00	02/23/2013- 05/03/2013
80. DeLagarza, Douglas	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 750.00	02/11/2013- 05/03/2013
81. Doane, Tim	Lacrosse, Boys (Asst)	Aliso Niguel HS	\$2,000.00	02/11/2013- 05/03/2013
82. Donnels, Chris	Baseball, (Asst)	Dana Hills HS	\$3,000.00	02/13/2013- 05/10/2013
83. Dunn, Julie	Track, (Asst)	Dana Hills HS	\$3,500.00	02/23/2013- 05/03/2013
84. Dunne, Mike	Track/Field, (Asst)	San Clemente HS	\$1,200.00	02/11/2013- 05/03/2013
85. Fisher, Michael	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 500.00	02/11/2013- 05/03/2013
86. Giometti, Danny	Swimming, (Asst)	Aliso Niguel HS	\$2,750.00	02/11/2013- 05/03/2013
87. Grivett, Brian	Lacrosse, Girls (Asst)	Aliso Niguel HS	\$1,500.00	02/11/2013- 05/03/2013
88. Gustafson, Doug	Track, (Asst)	Capistrano Valley HS	\$2,608.00	02/23/2013- 05/03/2013
89. Horrell, Steve	Track, (Asst)	Dana Hills HS	\$2,000.00	02/23/2013- 05/03/2013
90. Iverson, John	Volleyball, Boys (Asst)	San Clemente HS	\$2,500.00	02/11/2013- 05/01/2013
91. Janke, Paul	Softball, (Asst)	San Juan Hills HS	\$2,500.00	02/01/2013- 05/10/2013
92. Jocham, Mark	Lacrosse, Girls (Asst)	Aliso Niguel HS	\$2,200.00	02/11/2013- 05/03/2013

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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>
93. Jones, Jeff	Track, (Asst)	Aliso Niguel HS	\$1,000.00	02/11/2013- 05/03/2013
94. Kelley, Erin	Tennis, (Asst)	Aliso Niguel HS	\$2,000.00	02/11/2013- 05/03/2013
95. Kelly, Ronald	Track, (Asst)	Dana Hills HS	\$2,000.00	02/23/2013- 05/03/2013
96. Kordich, Adam	Baseball, (Asst)	Dana Hills HS	\$2,800.00	02/13/2013- 05/10/2013
97. Kostoff, Anne	Track, (Asst)	Capistrano Valley HS	\$2,608.00	02/23/2013- 05/03/2013
98. Langdon, Greg	Tennis, (Asst)	Aliso Niguel HS	\$1,000.00	02/11/2013- 05/03/2013
99. Larkins, Scott	Softball, JV	Dana Hills HS	\$2,600.00	02/23/2013- 05/10/2013
100. Leigh, Lex	Music	Dana Hills HS	\$5,000.00	01/26/2013- 06/30/2013
101. McGarry, Vern	Track, (Asst)	Dana Hills HS	\$3,000.00	02/23/2013- 05/03/2013
102. McGarvie Reilly, Holly	Lacrosse, Girls (Asst)	San Clemente HS	\$2,600.00	02/11/2013- 05/10/2013
103. Miller, Matthew	Volleyball, Boys (Asst)	San Clemente HS	\$1,000.00	02/11/2013- 05/01/2013
104. Miyake, Darin	Baseball, (Asst)	Dana Hills HS	\$2,800.00	02/13/2013- 05/10/2013
105. Murphy, Brent	Baseball, Varsity (Asst)	Aliso Niguel HS	\$2,000.00	02/11/2013- 05/03/2013
106. Muto, Jonathon	Lacrosse, Boys Varsity (Asst)	Dana Hills HS	\$2,500.00	02/23/2013- 05/10/2013
107. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$2,200.00	02/11/2013- 05/10/2013
108. Perez, Elias	Volleyball, Boys (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/01/2013
109. Phelps, Darren	Track, (Asst)	Dana Hills HS	\$3,000.00	02/23/2013- 05/03/2013
110. Pierce, Carrie	Swimming, Girls Frosh/Soph	Dana Hills HS	\$2,640.00	02/23/2013- 05/03/2013
111. Sarber, Ron	Softball, (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/10/2013
112. Smith, Garrett	Track, (Asst)	Capistrano Valley HS	\$2,608.00	02/23/2013- 05/03/2013

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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>
113. Sprong, Allison	Track, (Asst)	Dana Hills HS	\$2,000.00	02/23/2013- 05/03/2013
114. Stark, Rider	Track (Asst)	Tesoro HS	\$1,500.00	02/23/2013- 05/03/2013
115. Stratton, Andy	Lacrosse, (Asst)	Capistrano Valley HS	\$2,608.00	02/23/2013- 05/03/2013
116. Valentine, Michael	Wrestling, Varsity (Asst)	Tesoro HS	\$2,608.86	11/19/2012- 02/08/2013
117. Valko, Maritza	Tennis, Boys JV (Asst)	San Clemente HS	\$2,600.00	02/11/2013- 04/26/2013
118. Wagner, Mark	Baseball, (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/10/2013
119. Williamson, Wayne	Track, (Asst)	Aliso Niguel HS	\$2,200.00	02/11/2013- 05/03/2013
120. Yoder, Cory	Volleyball, Boys (Asst)	San Clemente HS	\$2,000.00	02/11/2013- 05/01/2013

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
121. Pulfer, Beth	MS Office Mgr (10.75mo/40hpw)	\$3,364.41 mo	R33-1	02/28/2013

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
122. Jakovich, Alexis	Inst Asst-Computer Lab (9.5mo/15hpw)	\$13.74 hr	R19-1	02/28/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
123. Gorlato, Diego	Student Supvr	\$10.00 hr		02/28/2013

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APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Gonzalez, Salvador	Custodian I (12mo/40hpw)	Custodian III (12mo/40hpw)	R30-4	02/28/2013
125. Matteson, Steve	M&O Storekeeper (12mo/40hpw)	Heating/AC Asst (12mo/40hpw)	R36-1	02/28/2013
126. Morales, Isaac	Custodian I (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-10	01/24/2013- 02/13/2013

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
127. Keeler, Joellen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	R19-2	02/28/2013

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
128. Rinchik, Sandra	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	02/28/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
129. Bellah, Martha	Inst Asst-Presch TAA NTE 4 hrs (Attend monthly instructional assistant meetings)	01/07/2013- 06/30/2013
130. Boulgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 3.5 hrs (Assist with school event for homeless students)	02/13/2013- 06/30/2013
131. Cibrian, Maria	Student Supvr TAA NTE 12 hrs (Provide child care during Latino family literacy program classes)	01/17/2013- 06/11/2013
132. Hernandez, Myrna	Blngl Elem Sch Clerk TAA NTE 10 hrs (Translate for parent/teacher conferences)	02/14/2013- 03/29/2013

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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>
133. Kerr, Myriam	Blngl Inst Asst-Sp Ed TAA NTE 10 hrs (Translate for parent/teacher conferences)	02/14/2013- 03/29/2013
134. Maier, Gloria	Student Supvr TAA NTE 80 hrs (Supervise 4 th /5 th grade students in special recess activities)	02/11/2013- 06/11/2013
135. Romero, Magdalena	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Translate for parent/teacher conferences)	02/14/2013- 03/29/2013
136. Zambrano, Wendy	Blngl Comm Svcs Liaison TAA NTE 44 hrs (Provide parent education to support English learners)	02/04/2013- 04/25/2013
137. Ziff, Christine	IF-Sp Ed TAA NTE 15 hrs (Provide independence facilitator duties)	01/15/2013- 06/11/2013

**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>
138. Currie, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/25/2013
139. Gunderson, Frances	Health Asst (9.5mo/17.5hpw)	Elem Sch Clerk	R26-10	01/30/2013
140. Hendrickson, Rachel	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver-Sp Ed	R19-1	01/28/2013
141. Hipolite, Nancy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	01/29/2013
142. Mushnick, Larisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	12/01/2012
143. Rossi, Autum	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Student Supvr	\$10.00	12/12/2012
144. Ticer, Rebekah	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver-Sp Ed	R19-1	01/28/2013
145. Tilton, Carol	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	01/15/2013
146. Van Patten, Christing	Caregiver-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	01/18/2013
147. Zueck, Susie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	01/07/2013

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APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
148. Gethers, Joanne	Personal	02/05/2013- 02/26/2013
149. Jorat, Zaida	Personal	02/05/2013- 03/05/2013

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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. Aitken, Jessica	Substitute Teacher	District Initiated	10/18/2011	02/13/2013
2. Giddings, Nancy	Teacher	Personal	07/26/1995	02/01/2013
3. Henson, Thomas	Teacher	Retirement	01/03/1995	06/20/2013
4. Mars, Marilyn	Adult Ed Teacher	Assignment Ended	10/07/1996	06/30/2012
5. Page, Kurt	Teacher	Retirement	09/07/1977	06/20/2013
6. Parkin, Val	Director I, Special Education	Retirement	08/29/1985	06/30/2013

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

7. Bowles, Melanie

8. Brown, Danielle

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Earliest Effective Date</u>
9. McGrath, Richard	Intervention Specialist- Special Education	\$75,855	D-9	02/28/2013

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

10. Airey, Thomas**	26. Coppes, Paul**
11. Albelo, Rafael**	27. Corbin, Nick**
12. Aleman, Brianne**	28. Cox, Catherine**
13. Alvarez, Sharon**	29. Croix, Nora **
14. Anderson, Sean**	30. Cunningham, Craig**
15. Arena, Franco**	31. Delprato, Kelly**
16. Avila, Bjorn**	32. DesPalms, Cheryl**
17. Baptiste, Natalie**	33. DiLeo, Tim**
18. Benjamin, Carolyn**	34. Easton, Alexandra**
19. Boothe, Lisa**	35. Famalette, Dwyann**
20. Bucher, Ernie**	36. Finman, Marie**
21. Burch, Jessica**	37. Finnsson, Jamie*
22. Calentino, Mark**	38. Fossum, Nolan**
23. Chapman, Mike**	39. Garrett, Steve**
24. Cintas, Heather**	40. Golden, Jeremy**
25. Compean, Laura**	41. Harnett, Pat**

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APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER (Cont.)

- | | |
|---------------------------------|--------------------------|
| 42. Hensch, Suzanne** | 68. Sanchez, Lorena** |
| 43. Henson, Tom** | 69. Satterlee, Robin** |
| 44. Jansen, Bob ** | 70. Sayles, Kenneth** |
| 45. Jeung, Albert** | 71. Scott, Ryan** |
| 46. Johnson, Valerie** | 72. Sepe, Christina** |
| 47. Kaneshiro, Reid** | 73. Silberman, Erik** |
| 48. Klasna, Tara** | 74. Skaff, Don** |
| 49. Kolenic, Rita** | 75. Smith, Lori** |
| 50. McCoy, Matt** | 76. Snedeker, Joseph** |
| 51. McMichael, Susan** | 77. Sterling, Keri** |
| 52. Middlebrook, Stacy** | 78. Stirtz, Phil** |
| 53. Miyamoto, Debra** | 79. Summers, Robert** |
| 54. Murphy, Kelli** | 80. Sweeney, Alba** |
| 55. Murphy, Melissa** | 81. Threadgill, Ethan** |
| 56. Murphy, Orla** | 82. Tinker, James** |
| 57. Nelson-Friedland, Rebecca** | 83. Trotter, Chad** |
| 58. Nicole, Katherine** | 84. Turpel, Dianne** |
| 59. O'Brien, Doug** | 85. Unzueta, Gabrielle** |
| 60. O'Toner, Eric* | 86. Villalba, Fernanda** |
| 61. Oldroyd, Brenda** | 87. Waterman, Charles** |
| 62. Olson, Stacey** | 88. Weinstein, Dave** |
| 63. Powers, Jim** | 89. Westling, Kurt** |
| 64. Pulido, Peter** | 90. Wilson, Duncon** |
| 65. Riddle, Juanita** | 91. Wright, Cyndi** |
| 66. Roche, Susan** | 92. Zerrer, Anthony** |
| 67. Rodriguez, George** | |

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
93. Bhaskar, Monica	Teacher-60%	Teacher-100%	02/04/2013
94. Howell, Lia Marika	Teacher-80%	Teacher-100%	02/04/2013
95. McFaul, Maribeth	Teacher-60%	Teacher-80%	02/04/2013
96. Rose, Elizabeth	Teacher-80%	Teacher-100%	02/13/2013

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APPROVE ADDITIONAL ASSIGNMENTS

ADD/SIOP Training – Multiple Sites

Not to exceed 14 hours non-instructional pay @ \$30.00 per hour

01/14/2013-06/11/2013

97. Alberts, Shannon	134. Norgren, Ryan
98. Baker, John	135. Norris, Maria
99. Boggio, Kathy	136. Oh, Jen
100. Briggs, Charlie	137. Oldroyd, Brenda
101. Brotherton, Jill	138. Osborn, Kristen
102. Calder, Kristine	139. Powers, Kari
103. Chen, Melissa	140. Price, Emily
104. Clemons, Kathy	141. Reason, Denise
105. Colt, Jan	142. Roberts, Nate
106. Cowell, Sarah	143. Rodriguez, George
107. Davis, Brad	144. Sanchez, Karen
108. De La Cruz, Victor	145. Sanchez, Lorena
109. Devaney, Brian	146. Schmitz, Betsy
110. Easton, Alexandra	147. Schreiber, Ryan
111. Flowers, Aaron	148. Serrano-Lopez, Alvaro
112. Fossum, Nolan	149. Silver, Sheila
113. Gidion, Janey	150. Snedeker, Joe
114. Gonzalez, Armando	151. Spiers, Robert
115. Hall, David	152. Spiers, Sharon
116. Hambrick, Kelly	153. Stanga, Kimberly
117. Hernandez, Juan	154. Stress, Darcie
118. Hubbard, Mishelle	155. Summers, Robert
119. Hunnicutt, Josh	156. Tatala, Jen
120. Kaiser, Bill	157. Tinker, Jim
121. Keeler, Linda	158. Tonai, Jennifer
122. Kincaid, Mitzi	159. Tong, Marlen
123. Koehler, Courtney	160. Trumble, Donovan
124. Kolenic, Rita	161. Tucker, Diane
125. LaRue, Rich	162. Unzueta, Gabrielle
126. Lynde, Rob	163. Valderrama, Brooke
127. Marcus, Lisa	164. Villalba, Fernanda
128. McElroy, Dean	165. Wagner, Mark
129. Migge, Christina	166. Wegner, Katie
130. Miyamoto, Debbie	167. Wooten, Jennifer
131. Moore, Farrel	168. Wooten, Jeremey
132. Murphy, Melissa	169. Zinsli, Sheryl
133. Nolan, Catherine	

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

After School Intervention – Multiple Sites

Not to exceed 32 hours instructional pay @ \$35.00 per hour
10/24/2012-06/30/2013

170. Franz, Debra
171. Lohmeier, Julie

172. McFaul, Maribeth

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hpw instructional pay @ \$35.00 per hour
12/01/2012-06/30/2013

173. Andreasen, Amy
174. Goss, Kristin

175. Lewis, Ann
176. Sanchez, Lynn

CAT Classes – Castille Elem

Not to exceed 2.5 hours non-instructional pay @ \$30.00 per hour
10/22/2012

177. Sadler, Rachel

Staff Development – Del Obispo Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
02/04/2013-06/30/2013

178. Allen, Carol
179. Comstock, Jessica
180. Currie, Catherine
181. Daniel, Stephanie
182. Ettinger, Stephanie
183. Groves, Kelli
184. Harris, Rebecca
185. Hehn, Lynette
186. Kissel, Heidi

187. Ledri, Claudia
188. Link, Barbie
189. Lukens, Cynthia
190. Nelson, Trish
191. O'Brien, Jackie
192. O'Malley, Sylvia
193. Russell, Vicki
194. Wade, Natalie

Assessments Support and Evaluations – Las Palmas Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
02/05/2013-05/08/2013

195. Rhodes, Mariela

Intervention Training – Marblehead Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour
02/01/2013-05/23/2013

196. Candy, Virginia
197. Lamb, Julie

198. Neidl, Isabel

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ELD Advisor – Palisades Elem

Not to exceed 16 hours non-instructional pay @ \$30.00 per hour
01/23/2013-06/11/2013

199. Beutin, Erin

Present the Latino Family Literacy Program for Parents – San Juan Elem

Not to exceed 11 hours non-instructional pay @ \$30.00 per hour
01/17/2013-03/29/2013

200. Camacho, Isis

202. Garcia-Serrato, Martha

201. Derrig, Sophia

ELD Coordinator – Aliso Viejo MS

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour
02/04/2013-06/11/2013

203. Jacobson, Jennifer

Homework Club – Vista del Mar MS

Not to exceed 50 hours instructional pay @ \$35.00 per hour
01/09/2013-05/30/2013

204. Adnams, Craig

Assist and Support EL Students and Parents – Vista del Mar MS

Not to exceed 36 hours instructional pay @ \$35.00 per hour
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
12/18/2012-06/13/2013

205. Guzman, Carla

Saturday School Proctor – Aliso Niguel HS

Not to exceed 20 hours instructional pay @ \$35.00 per hour
01/25/2013-06/10/2013

206. Croix, Nora

AP Review Sessions – Tesoro HS

Not to exceed 45 hours instructional pay @ \$35.00 per hour
02/01/2013-06/01/2013

207. Benjamin, Caroline

213. Mooney, Mark

208. Berkenkotter, Kurt

214. Ng, Caiyin

209. Busenkell, Bill

215. Rasic, Diane

210. Gray, Megan

216. Thompson, Laura

211. Harnett, Pat

217. Varricchio, Amy

212. Heidner, Norm

218. Woodward, Jen

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Administer the OLSAT Test – Education Services

Not to exceed 6.5 hours non-instructional pay @ \$30.00 per hour

219. Walders, Brannon

Training New Fresh Start Teacher – Fresh Start

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour

02/04/2013-02/28/2013

220. Cotton, Melissa

221. Williams, Carolyn

Induction/BTSA Program – Personnel

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

01/31/2013-06/12/2013

222. Welter, Tracy

Coverage for Psychologist on Leave of Absence – Special Education

Not to exceed 20 hours pay @ hourly per diem rate

02/11/2013-02/22/2013

223. Casteel, Janice

224. Sanchez Morales, Cecilia

Staffing and IEP Attendance for Home/Hospital Student – Special Education

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

01/30/2013-02/07/2013

225. Kerins, Tracy

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
226. Anderson, Melissa	Outdoor Education, Elementary	Las Flores Elem	\$ 109.00 per night	02/19/2013- 02/22/2013
227. Brail, Richard	Baseball, Varsity (Head)	Tesoro HS	\$3,478.00	02/23/2013- 05/10/2013
228. Brooks, Michael	Lacrosse, Girls Varsity (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/10/2013
229. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$3,044.00	02/11/2013- 05/10/2013
230. Bucher, Ernie	Track, Girls Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/11/2013- 05/03/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 2013
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
231. Cain, Josh	Lacrosse, Girls Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/10/2013
232. Cameron, Bonnie	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/16/2013- 04/19/2013
233. Cox, Ryan	Swimming, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013- 05/03/2013
234. Dunn, Craig	Track, Boys Varsity (Head)	Dana Hills HS	\$3,478.00	02/23/2013- 05/03/2013
235. English, Michelle	ASB Elementary	Wagon Wheel Elem	\$ 652.00	09/07/2012- 06/11/2013
236. Faris, Tom	Baseball, Varsity (Head)	Dana Hills HS	\$3,478.00	02/13/2013- 05/10/2013
237. Gellatly, Dave	Baseball, Varsity, (Head)	San Clemente HS	\$3,478.00	02/11/2013- 05/10/2013
238. Gibson, Mike	Swimming, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/23/2013- 05/03/2013
239. Goldstone, Ken	Volleyball, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/01/2013
240. Green, Justin	Tennis, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/03/2013
241. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/11/2013- 05/03/2013
242. Hatchel, Steve	Director, Student Activities MS	Ladera Ranch MS	\$3,478.00	09/04/2012- 06/12/2013
243. Hurlbut, Mike	Golf, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/03/2013
244. Johnson, Dan	Track, Boys Varsity (Head)	San Clemente HS	\$3,478.00	02/11/2013- 05/03/2013
245. Johnstone, Van	Golf, Girls Varsity (Head)	Tesoro HS	\$3,261.00	02/23/2013- 05/03/2013
246. Katnick, Lorie	Outdoor Education, Elementary	Las Flores Elem	\$ 109.00 per night	02/19/2013- 02/22/2013
247. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$3,044.00	02/11/2013- 05/03/2013
248. Laster, Don	Swimming, Girls Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/03/2013
249. Magana, Andy	Auxiliary Band Unit, HS (Asst)	Tesoro HS	\$1,087.00	02/05/2013- 06/13/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
250. Marestaing, Marilyn	Outdoor Education, Elementary	Las Flores Elem	\$ 109.00 per night	02/19/2013- 02/22/2013
251. Mazzaro-LeFever, Jill	ASB Elementary	Wagon Wheel Elem	\$ 652.00	09/07/2012- 06/11/2013
252. Middlebrook, Stacy	Track, Girls Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/11/2013- 05/03/2013
253. Millat, Carrie	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/16/2013- 04/19/2013
254. Mulligan, Shawn	Track, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/11/2013- 05/03/2013
255. Myers, Colleen	Outdoor Education, Elementary	Las Flores Elem	\$ 109.00 per night	02/19/2013- 02/22/2013
256. Nagano, Warren	Basketball, Girls Varsity (Asst)	Tesoro HS	\$3,044.00	11/19/2012- 02/08/2013
257. Nolan, Catherine	Track, Girls Varsity (Head)	San Juan Hills HS	\$3,478.00	02/01/2013- 05/10/2013
258. Parker, Marc	Swimming, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013- 05/03/2013
259. Perry, Johnny	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/16/2013- 04/19/2013
260. Polk, Richard	Volleyball, Boys Varsity (Head)	Tesoro HS	\$3,261.00	02/23/2013- 05/01/2013
261. Proodian, Dave	Track, Girls Varsity (Head)	San Clemente HS	\$3,478.00	02/11/2013- 05/03/2013
262. Puffer, Jon	Swimming, Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/11/2013- 05/03/2013
263. Rennie, Greg	Music, Elementary	Multiple Sites	\$2,174.00	09/04/2012- 06/20/2013
264. Ray, Keri	Annual, MS	Ladera Ranch MS	\$3,044.00	09/04/2012- 06/12/2013
265. Rivadeneyra, Mark	Volleyball, Boys Varsity (Asst)	Dana Hills HS	\$2,609.00	02/23/2013- 05/01/2013
266. Rosa, Matt	Swimming, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/03/2013
267. Sayles, Kenneth	Track, Boys Varsity (Head)	Capistrano Valley HS	\$3,478.00	02/23/2013- 05/03/2013
268. Simmons, Oz	Volleyball, Boys Varsity (Head)	Dana Hills HS	\$3,261.00	02/23/2013- 05/01/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of February 27, 2013
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
269. Smolinski, Lesli	Peer Assistance Leadership	Ladera Ranch MS	\$1,304.00	09/04/2012-06/12/2013
270. Stephens, John	Tennis, Boys Varsity (Head)	San Clemente HS	\$3,261.00	02/11/2013-04/26/2013
271. Summers, Robert	Track, Boys Varsity (Head)	San Juan Hills HS	\$3,478.00	02/01/2013-05/10/2013
272. Swanson, Casey	Volleyball, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	02/11/2013-05/01/2013
273. Takacs, Lynne	Outdoor Education, Elementary	Chaparral Elem	\$ 109.00 per night	04/16/2013-04/19/2013
274. Tinker, James	Golf, Boys Varsity (Head)	San Juan Hills HS	\$3,261.00	02/01/2013-05/10/2013
275. Vigus, Dave	Instrumental Music A, MS Instrumental Music B, MS	Ladera Ranch MS	\$1,739.00 \$1,739.00	09/04/2012-06/12/2013
276. Wachenheim, Paul	Softball, Varsity (Asst)	Tesoro HS	\$3,044.00	02/23/2013-05/10/2013
277. Walsh, John	Track, Boys Varsity (Asst)	Aliso Niguel HS	\$2,609.00	02/11/2013-05/03/2013
278. Werner, Dan	Track, Boys Varsity (Head)	Aliso Niguel HS	\$3,478.00	02/11/2013-05/03/2013
279. Westling, Wayne	Golf, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/11/2013-05/03/2013
280. Wooten, Jeremy	Baseball, Varsity (Head)	San Juan Hills HS	\$3,478.00	02/01/2013-05/10/2013
281. York, Mark	Track, Boys Varsity (Asst)	Capistrano Valley HS	\$2,609.00	02/23/2013-05/03/2013

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
282. Biggs, Paul	Golf, (Asst)	Aliso Niguel HS	\$2,200.00	02/11/2013-05/03/2013
283. Brown, Dave	Track, (Asst)	Dana Hills HS	\$3,000.00	02/23/2013-05/03/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT
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Personnel Activity List Board of Trustees Regular Meeting of February 27, 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>
284. Butler, Peter	Volleyball	Aliso Niguel HS	\$3,300.00	03/11/2013- 05/28/2013
285. Colwell, Greg	Track, (Asst)	Aliso Niguel HS	\$1,000.00	02/11/2013- 05/03/2013
286. Cox, Ryan	Swimming, (Asst)	Aliso Niguel HS	\$2,800.00	02/11/2013- 05/03/2013
287. Cummings, Rod	Golf, Boys JV	San Clemente HS	\$2,174.00	02/11/2013- 05/03/2013
288. Forster, Glenn	Golf, Boys (Asst)	Dana Hills HS	\$2,700.00	02/23/2013- 05/03/2013
289. Hernandez, Juan	Baseball, (Asst)	San Juan Hills HS	\$2,500.00	02/01/2013- 05/10/2013
290. Mack, Alana	Swimming, Boys Varsity (Asst)	San Clemente HS	\$2,000.00	02/11/2013- 05/03/2013
291. Michaelis, Warren	Baseball, (Asst)	San Clemente HS	\$1,000.00	02/11/2013- 05/10/2013
292. Mosconi, Victor	Volleyball, Boys JV	Dana Hills HS	\$2,400.00	02/23/2013- 05/01/2013
293. Nagano, Warren	Softball, (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/10/2013
294. Scott, Ryan	Golf, Boys (Asst)	Tesoro HS	\$2,174.05	02/23/2013- 05/03/2013
295. Stinson, Richard	Tennis, Boys Varsity (Asst)	Dana Hills HS	\$2,800.00	02/23/2013- 05/03/2013
296. Talley, Bobby	Track, (Asst)	Aliso Niguel HS	\$1,000.00	02/11/2013- 05/03/2013
297. Turney, Jason	Golf, (Asst)	Aliso Niguel HS	\$2,700.00	02/11/2013- 05/03/2013
298. Workman, Kenneth	Baseball, Boys (Asst)	Dana Hills HS	\$2,400.00	02/13/2012- 05/10/2013

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
299. Berzansky, Jordana	Personal	2013-2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE SUBJECT MATTER ASSIGNMENT OPTIONS

<u>Name</u>	<u>School</u>	<u>Subject</u>	<u>Ed Code Provision</u>	<u>Effective Date</u>
300. Trumble, Donavon	San Juan Hills HS	Coordinated Science	44263	02/04/2013- 06/11/2013

TITLE 5, CALIFORNIA CODE OF REGULATIONS

5593 Temporary Athletic Team Coach Qualifications and Competencies

This section applies to any person serving at any grade level as a temporary athletic team coach.

- (a) The District shall determine whether a temporary athletic team coach is knowledgeable and competent in the areas of:
 - (1) Care and prevention of athletic injuries, basic first aid, and emergency procedures;
 - (2) Coaching techniques;
 - (3) Rules and regulations in the athletic activity being coached; and
 - (4) Child or adolescent psychology, whichever is appropriate to the grade level of the involved sports activity.
- (b) The District shall establish a temporary athletic team coach's qualifications in each of the below specified four competency areas.
 - (1) Care and prevention of athletic injuries, basic sports injury first aid, and emergency procedures as evidenced by one or more of the following:
 - (A) Completion of a college-level course in the care and prevention of athletic injuries and possession of a valid cardiopulmonary resuscitation (CPR) card; or
 - (B) A valid sports injury certificate or first aid card, and a valid cardiopulmonary resuscitation CPR card; or
 - (C) A valid Emergency Medical Technician (EMT) I or II card; or
 - (D) A valid trainer's certification issued by the National or California Athletic Trainers' Association (NATA/CATA); or
 - (E) The person has had practical experience under the supervision of an athletic coach or trainer, or has assisted in team athletic training and conditioning, and has both valid CPR and first aid cards.
 - (2) Coaching theory and techniques in the sport or game being coached, as evidenced by one or more of the following:

- (A) Completion of a college course in coaching theory and techniques;
or
 - (B) Completion of in-service programs arranged by a school district or a county office of education; or
 - (C) Prior service as a student coach or assistant athletic coach in the sport or game being coached; or
 - (D) Prior coaching in community youth athletic programs in the sport to be coached; or
 - (E) Prior participation in organized competitive athletics at high school level or above in the sport to be coached.
- (3) Knowledge of the rules and regulations pertaining to the sport or game being coached, the league rules and, at the high school level, regulations of the CIF.
 - (4) Knowledge of child or adolescent psychology as it relates to sports participation as evidenced by one or more of the following:
 - (A) Completion of a college-level course in child psychology for elementary school positions and adolescent or sports psychology for secondary school positions; or
 - (B) Completion of a seminar or workshop on human growth and development of youth; or
 - (C) Prior active involvement with youth in a school or community sports program.
 - (c) The school district superintendent may waive compliance with any one or more of the competencies described in subsection (a) provided that the person is enrolled in a program leading to acquisition of a competency. Until the competencies are met, the prospective coach shall serve under the immediate supervision of a fully qualified temporary athletic team coach.

NOTE: Authority cited: §33031 and §35179.5, Education code.
Reference: §33352 and §35179.5, Education Code.

**CERTIFICATION
TEMPORARY ATHLETIC TEAM COACHES**

TO STATE BOARD OF EDUCATION:

Title 5, California Code of Regulations, §5594, requires:

By April 1 of each year, each local governing school board shall certify to the State Board of Education that the provisions of §5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify the school district has met the conditions set forth in Title 5, Sections 5593 and 5594.

John M. Alpay
President, Board of Trustees
Capistrano Unified School District

Date

Return to: State Board of Education
 Department of Education
 1430 N Street, Suite #5111
 Sacramento, CA 95814

ALISO NIGUEL HIGH SCHOOL

Teacher	Assignment
Sharon Alvarez	Softball
Keith Barnett	Basketball/Boys
Paul Biggs	Golf
Greg Colwell	Wrestling
Ryan Cox	Swimming/Girls
Craig Hanson	Baseball
Erick Lynch	Swimming/Boys
Stacy Middlebrook	Track and Field/Girls
Courtney Schreiman	Drill Team
Jason Turney	Golf
Dave Weinberg	Marching Band
Kurt Westling	Football

DANA HILLS HIGH SCHOOL

Teacher	Assignment
Margo Botello	Softball
Michael Brooks	Lacrosse/Girls
Leonardo Compean	Soccer/Boys
Robert Cullinan	Basketball/Girls
Marcus Degan	Surfing
Tom Desiano	Basketball/Boys
Matthew Reid	Soccer/Girls, Waterpolo, Swimming/Girls, Tennis/Boys, Lacrosse/ Boys, Cheer/Pep
Matthew Rosa	Swimming/Boys

SAN JUAN HILLS HIGH SCHOOL

Teacher	Assignment
Charles Briggs	Football
Aaron Flowers	Football
Armando G. Gonzalez	Basketball, Volleyball, Softball, Tennis, Lacrosse
Dean McElroy	Marching Band
Farrel Moore	Soccer
Melissa Murphy	Pep Squad
Catherine Nolan	Track and Field
Robert Summers	Track and Field
James Tinker	Golf
Jeremy Wooten	Baseball

CAPISTRANO VALLEY HIGH SCHOOL

Teacher	Assignment
Chad Addison	Softball, Tennis/Boys
Mark Ahlberg	Basketball/Girls
Richard Bordner	Wrestling
Brian Clark	Football
Patrick Higginson	Swimming/Girls
Michael Cole Miller	Volleyball/Boys
Michael Minier	Golf/Boys
Brian Mulligan	Basketball/Boys
Matthew Poston	Football
Kenneth Sayles	Track and Field/Girls
Brian Schultz	Surfing
Jason Sorrell	Soccer
Mark York	Track/Boys

SAN CLEMENTE HIGH SCHOOL

Teacher	Assignment
Joshua Cain	Lacrosse/Girls
Mark Calentino	Wrestling
Michael Conlon	Dance
Mary Mulligan Crapo	Pep Squad
Stacey Finnerty	Soccer/Girls
Jonathan Hamro	Basketball/Girls, Lacrosse/Boys, Softball, Water Polo/Girls
Michael Hurlbut	Golf
Daniel Johnson	Track and Field/Boys
Donald Laster	Swimming/Girls
Marc Popovich	Basketball/Boys
David Proodian	Track and Field/Girls
Antonio Soto	Marching Band/Auxiliary
John Stephens	Tennis/Boys

TESORO HIGH SCHOOL

Teacher	Assignment
Richard Brail	Baseball
Cheryl Des Palmes	Dance
Timothy DiLeo	Tennis/Girls
Steve Garrett	Basketball
Michael Gibson	Swimming/Boys
Andrew Magana	Marching Band
Cathy Olinger	Drum Line/ Auxiliary/ Dance Guard
Ryan Pinon	Surfing
Richard Polk	Volleyball
Donald Skaff	Soccer/Boys

