

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

BOARD OF TRUSTEES
Regular Meeting

March 11, 2015

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–ANTICIPATED LITIGATION EXHIBIT A1-A2
Kirsten Vital/Clark Hampton/Lynh Rust
Significant Exposure to Litigation – Two Cases
(Pursuant to Government Code §54956.9)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Kirsten Vital/Clark Hampton/John Forney/Jeff Hoskinson
Property: 4.038-acre parcel of real property, currently identified
as Orange County Assessor Parcel No. (“APN”) 632-133-05, located
at 2 Liberty in the City of Aliso Viejo.
Under Negotiation: Price and Terms of Payment
(Pursuant to Government Code §54956.8)

EXHIBIT 3B

C. CONFERENCE WITH LABOR NEGOTIATORS
Kirsten Vital/Jodee Brentlinger/Clark Hampton/Attorney Jon Pearl
Employee Organization:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

PUBLIC HEARING: Agenda Item #1 Journey School Charter Petition Renewal

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

Julia Moss – Let the Beat Go On Club – Musical Instrument Donations
Student Body President's Report – Tesoro High School

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

1. PUBLIC HEARING: REQUEST FOR CHARTER PETITION RENEWAL OF JOURNEY CHARTER SCHOOL:

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on Journey Charter Petition renewal. At the February 25, 2015, Board meeting, Trustees formally accepted receipt of Journey Charter School's request to renew its charter petition. In accordance with Education Code §47605(b), the District will hold a public hearing on the provisions of the charter to consider the level of support for the petition by parents, teachers, and employees of the District no later than 30 days after receiving the petition and will bring to the Board a recommendation for consideration of approval of the petition within 60 days of receipt of the petition. Due to the size of the document, it will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Communications and Community Relations

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. CITIZEN'S REQUEST – STUDENT PARKING AND CAP AND GOWN FEES:

INFORMATION/
DISCUSSION

Board Policy 9322, *Agenda/Meeting Materials*, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. Dawn Urbanek requested the placement of an agenda item to address the Board regarding revising Board Policy 3260 to reflect the intent of AB 1575, Removal of Illegal Parking Fees, and cap and gown fees. Staff has researched the legality of the parking fees with both District legal counsel and the Orange County Department of Education and both providers confirm the fees are legal. Education Code §35160 and Vehicle Code §21113 state school districts or Associated School Body are authorized to charge a parking fee to students who wish to park their vehicle in a student parking lot on school property. In the District, permissible student fees are governed by Board Policy 3260, *Student Fees*; and on-campus parking is governed by Board Policy 3513.2, *High School Campus Traffic and Parking Regulations*.

Page 1

EXHIBIT 2

The District provides students with a graduation rental cap, rental gown, diploma, and diploma cover at no cost. Students who wish to keep their cap and gown or upgrade their diploma cover, may purchase these items from a company. High schools ensure all students know they receive a cap, gown, diploma and diploma cover free of charge. Staff has reviewed high school materials and found no ACLU breach.

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Dawn Urbanek to present this item. This is an information item only and no Board action is necessary.

3. DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE UPDATE:

Each California public school district, grades kindergarten through 12, with 51 or more English learners, must form a District-level English Learner Advisory Committee (DELAC). This committee is responsible for advising the district's local governing board on issues relating to the services and programs provided to the English Learner. This year the DELAC has met to review and revise the Master Plan for English Learners, review data regarding English Learners academic achievement, and review revision of services and programs related to English Learners.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

Staff Recommendation

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

4. IMMUNIZATION AND DISTRICT HEALTH SERVICES:

This item will address the immunization requirements for California students, the role of the Orange County Health Care Agency, and related services provided by health service staff. Data on immunizations, storage of student health information, and the waiver and registration process will be shared.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contacts: Michelle Le Patner, Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, to present information on this item. This is an information item only and no Board action is necessary.

5. SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM JOINT POWERS AGREEMENT AND RESTRUCTURE:

The District would like to maintain and amend the Regional Occupational Program (ROP) Joint Powers Agreement (JPA) to ensure an integrated high school program so all students are ready for college and career through better articulation with ROP and Career Technical Education programs and services. The amended JPA will address the duplicative infrastructure of ROP; reduce the \$2.9 million funding allocated to ROP in order to develop additional pathways and courses for students; and will provide additional counselors and academic advisors (guidance support). This item will focus on a review of the amended ROP JPA

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

INFORMATION/
DISCUSSION
Page 23
EXHIBIT 3

INFORMATION/
DISCUSSION
Page 33
EXHIBIT 4

INFORMATION/
DISCUSSION
Page 41
EXHIBIT 5

Staff Recommendation

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

6. PROPOSED 2016-2017 SCHOOL CALENDAR:

In November 2006, a Calendar Task Force was established. The Task Force meets annually to reach consensus on recommended school calendars for upcoming school years. The Task Force utilizes the following tenets in making recommendations for school calendars: the calendar should support the educational purpose of the District; student holidays, aside from legal holidays, should be minimized and placed strategically to optimize learning; to the extent possible, the calendar should follow a consistent pattern from year-to-year so teachers can plan for instruction and families can make long-range plans; to the extent possible, the calendar should retain some of the features that produced the higher District revenue realized during the three-year pilot as a result of increased average daily attendance. In order to maximize instructional time prior to high-stakes testing, align with the majority of Orange County School districts, and increase the opportunities for students to attend summer college programs, the committee is recommending the start date for the 2016-2017 school year be moved to Monday, August 15, 2016. The last student day would be Thursday, June 1, 2017.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Communications and Community Relations

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Communications and Community Relations, to present this item.

Following discussion, it is recommended the Board of Trustees approve the proposed 2016-2017 School Calendar.

Motion by _____ Seconded by _____

7. CERTIFICATION OF THE 2014-2015 SECOND INTERIM REPORT AND ADOPTION OF RESOLUTION NO. 1415-38, 2014-2015 REVENUE AND EXPENDITURE INCREASES/DECREASES:

In accordance with Education Code §42130, school districts are required to prepare and submit Interim Financial Reports to the governing board. Resolution No. 1415-38 adjusts the various fund budgets to reflect the Second Interim Report. The purpose of these reports is to satisfy appropriate State and County Office of Education officials as to whether or not the District will be able to meet its financial obligations for the remainder of the fiscal year. Additionally, as required by AB 2756, districts must certify that minimum reserve levels are projected to be met in the two subsequent fiscal years.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Certification of the 2014-2015 Second Interim Report and Adoption of Resolution No. 1415-38, 2014-2015 Revenue and Expenditure Increases/Decreases.

DISCUSSION/
ACTION
Page 43
EXHIBIT 6

DISCUSSION/
ACTION
Page 45
EXHIBIT 7

Motion by _____ Seconded by _____
 ROLL CALL:
 Student Advisor Akhil Patel _____
 Trustee Alpay _____ Trustee McNicholas _____
 Trustee Hanacek _____ Trustee Pritchard _____
 Trustee Jones _____ Trustee Reardon _____
 Trustee Hatton-Hodson _____

8. RESOLUTION NO. 1415-39, REDUCTION OR ELIMINATION OF PARTICULAR KINDS OF SERVICES PERFORMED BY CERTIFICATED EMPLOYEES:

Education Code §§44949 and 44955 require Board action to lay off certificated employees. The action by the Board is phrased in the Education Code as a reduction or elimination of “particular kinds of services.” The specific services affected by Resolution 1415-39 are part of the District’s Deaf and Hard of Hearing (DHH) program, which is currently overstaffed by 1.0 FTE. In addition, Education Code §44929.25 describes how Adult Education teachers obtain permanent status and thus when particular kinds of service are reduced or eliminated, also require following Education Code §§44949 and 44955. Following Board action, administration will send a preliminary layoff notice to all affected employees no later than March 13, 2015. The preliminary notice will be sent to the least senior employee, or to the least senior employees if there is more than one employee with the same seniority date. The law requires the District to conduct a hearing before an Administrative Law Judge if employees request a hearing. That hearing would be scheduled during the month of April. Regardless of whether employees request a hearing, each employee must receive notice of final Board action prior to May 15, 2015. A resolution for final Board action will be brought back to the Board prior to that date.

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.

Following discussion, it is recommended that the Board of Trustees adopt Resolution No. 1415-39, Reduction or Elimination of Particular Kinds of Services Performed by Certificated Employees.

Motion by _____ Seconded by _____
 ROLL CALL:
 Student Advisor Akhil Patel _____
 Trustee Alpay _____ Trustee McNicholas _____
 Trustee Hanacek _____ Trustee Pritchard _____
 Trustee Jones _____ Trustee Reardon _____
 Trustee Hatton-Hodson _____

9. THIRD READING – BOARD POLICY 5116, SCHOOL ATTENDANCE BOUNDARIES:

Board Policy 5116, *School Attendance Boundaries*, is the governing policy for the guidelines for developing attendance boundary options and recommendations. This policy is being brought to the Board to align with current law and recommendations in Board Policy 5119, *School of Choice*. No school attendance boundaries are recommended for change or being considered for any changes. Changes are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

DISCUSSION/
 ACTION
 Page 185
EXHIBIT 8

DISCUSSION/
 ACTION
 Page 187
EXHIBIT 9

Staff Recommendation

It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 5116, *School Attendance Boundaries*.

Motion by _____ Seconded by _____

10. FIRST READING – NEW BOARD BYLAW, PROTOCOLS: BOARD AND SUPERINTENDENT OPERATING PROCEDURES:

New Board Bylaw 9003, *Protocols: Board and Superintendent Operating Procedures* incorporates the operating procedures developed in two Board and Superintendent Workshops. This new Board Bylaw was vetted through the California School Boards Association as directed by Trustees at the January 28 Board meeting. Changes are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Superintendent Kirsten Vital 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.

INFORMATION/
DISCUSSION

Page 191

EXHIBIT 10

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

11. SCHOOL BOARD MINUTES:

Approval of the minutes of the February 25, 2015, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page 195

EXHIBIT 11

BUSINESS & SUPPORT SERVICES

12. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$598,692.33 and the commercial warrants total \$5,998,107.09. 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

Page 197

EXHIBIT 12

13. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$179,817.51 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

Page 231

EXHIBIT 13

14. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service 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 three new agreements totaling \$32,700, five amendments to existing agreements totaling \$369,667.03, and two ratifications to existing agreements totaling \$62,250. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 233

EXHIBIT 14

15. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution Case #013515. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$2,950, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

16. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of special education Settlement Agreement Case #2014110528. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$27,400, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

17. WAIVER REQUEST FOR SCHOOL ABSENCES DUE TO IMMINENT DANGER:

Approval of Waiver Request for School Absences Due to Imminent Danger. On September 22, 23, and 26, 2014, Oak Grove Elementary School suffered a ten percent (material) decrease in attendance as a result of a bomb threat. Although the school remained opened, some parents opted to keep their children home. California Education Code §46392 and §41422 allows school districts to apply to the State for attendance credit when a district experiences a material decrease in attendance because of emergency conditions as a result of fire, flood, impassable roads, epidemic, earthquake, safety hazard, a non-district transportation service strike, or a military threat. The potential financial impact of the lost calendar days for Oak Grove Elementary School is estimated to be 5.64 average daily attendance (ADA) or \$38,758.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 409

EXHIBIT 17

18. RATIFICATION OF AMENDEDMENT NO. 2 TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT AND BETWEEN THE FOUNDATION FOR AFFORDABLE HOUSING II, INCORPORATED, AND THE CAPISTRANO UNIFIED SCHOOL DISTRICT FOR 2C LIBERTY, ALISO VIEJO:

Page 413
EXHIBIT 18

Ratification of Amendment No. 2 to Amended and Restated Purchase and Sale Agreement Between the Foundation for Affordable Housing II, Incorporated (Foundation). On March 5, 2007, the District entered into a purchase and sale agreement with the Foundation for Affordable Housing II, Incorporated, for the purchase of certain surplus real property owned by the District at 2C Liberty in Aliso Viejo (Property). The agreement was later updated in an Amended and Restated Purchase Agreement on or about April 24, 2014. The Foundation is to purchase the Property for \$6.89 million in order to develop an affordable senior housing project. Though significant delays occurred as a result of the Foundation's efforts to obtain development entitlements through the City of Aliso Viejo, those hurdles have been cleared, and the Foundation is prepared to acquire the Property. Escrow was originally intended to close on or before March 2, 2015. Last minute issues arose, however, as to the specific wording that the Foundation's lender would accept relative to the requirements in the Grant Deed that the property be utilized for Affordable Senior Housing purposes. In order to address those issues, the Foundation requested that the District agree to extend escrow to on or before March 20, 2015.

CUSD Strategic Plan Pillar 5: Effective Operations

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

19. STATE OF NEVADA, NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS, AND WESTERN STATES CONTRACTING ALLIANCE CONTRACT NO. 1907 AWARDED TO VERIZON WIRELESS, CALIFORNIA PARTICIPATING ADDENDUM, PURCHASES THROUGH VERIZON WIRELESS; AND APPROVAL OF MEMORIALIZATION BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND VERIZON WIRELESS TO PROVIDE WIRELESS TELECOMMUNICATIONS SERVICES AND EQUIPMENT UNDER THE SAME TERMS AND CONDITIONS AS THE NASPO AND WSCA CONTRACT:

Page 417
EXHIBIT 19

Approval to utilize the State of Nevada, National Association of State Procurement Officials (NASPO), and Western States Contracting Alliance (WSCA) Contract No. 1907 awarded to Verizon Wireless, and approved for usage in the State of California pursuant to the California Participating Addendum Contract No. 7-10-70-16, for the purchase of wireless telecommunications services and equipment, through Verizon Wireless and Memorialization Between Capistrano Unified School District (District) and Verizon Wireless to Provide Wireless Telecommunications Services and Equipment Under the Same Terms and Conditions as the NASPO and WSCA Contract. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback contracts when items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. Annual expenditures utilizing this contract are estimated to be \$50,000, funded by the general fund and E-Rate discounts. Evidence of a contract between the District and Verizon Wireless is a qualifying requirement for E-Rate discounts. The proposed Agreement is a memorialization between the District and Verizon Wireless, whereby Verizon Wireless agrees to provide the same telecommunications equipment and services awarded pursuant to the NASPO and WSCA Contract No. 1907, under the same terms and conditions.

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

20. AWARD OF REQUEST FOR PROPOSAL NO. 6-1415, E-RATE CATEGORY TWO INTERNAL CONNECTIONS EQUIPMENT AND SERVICES TO AMS.NET, CLEAR SOURCE IT, DIGITAL NETWORKS GROUP, AND ACCUVANT:

Approval of the Award of Request for Proposal No. 6-1415, E-Rate Category Two Internal Connections Equipment and Services to AMS.Net, Clear Source IT, Digital Networks Group, and Accuvant. The District received six proposals from the following vendors: AAA Solar Electric, Incorporated; Accuvant; AMS.Net; Bird Rock Systems; Clear Source IT; and Digital Networks Group. The awarded vendors were selected based on criteria specified in the Request for Proposal No. 6-1415 (RFP) documents. The District is seeking to purchase additional wireless access points, routers, switches, and controllers to support the adoption of mobile technologies and the implementation of Smarter Balanced Assessments. All contracts will be subject to the limitations enumerated in the RFP documents, including, but not limited to, availability of E-Rate funding and appropriation by the Board for Fiscal Year 2015-2016. Subject to such limitations, purchases of equipment and services awarded to the winning bidders will begin on or after July 1, 2015, for an initial period of one-year with two one-year renewal periods, at the option of the Board. The total estimated fiscal impact for all categories before any E-Rate discounts is \$3.2 million, of which the District is anticipated to fund 49 percent or an estimated \$1.6 million. The projects will be funded by a combination of permitted CFD funds, Developer Fees, and the general fund. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review.

CUSD Strategic Plan Pillar 5: Effective Operations

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

21. WATERFORD UNIFIED SCHOOL DISTRICT BID NO. 01/12, SCHOOL BUSES WITH A-Z BUS SALES, INCORPORATED:

Approval to utilize the Waterford Unified School District Bid No. 01/12 for the purchase of school buses from A-Z Bus Sales, Incorporated, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for school buses, as needed, by the District. Expenditures utilizing this contract are estimated to be \$461,000 for Fiscal Year 2014-2015, funded by the general fund. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback contracts when items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. 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

22. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 479
EXHIBIT 22

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

23. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 481
EXHIBIT 23

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Akhil Patel _____

Trustee Alpay _____ Trustee McNicholas _____

Trustee Hanacek _____ Trustee Pritchard _____

Trustee Jones _____ Trustee Reardon _____

Trustee Hatton-Hodson _____

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 25, 2015, 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.

2 weeks ago Public Records Show Capistrano Unified School District Collects
\$500 Thousand Dollars Per Year in Illegal Parking Fees

This article is a follow-up to:

Know Your Rights: Free Public Education in California

<http://disclosurecusd.blogspot.com/2014/12/know-your-rights-free-public-education.html> <http://disclosurecusd.blogspot.com/2014/12/know-your-rights-free-public-education.html>

1-28-14 Up-date to reflect additional information from CUSD

McCormick, Lenore
To: Dawn Urbanek
Cc: Trudell, Alan V.
Public Records Request

January 26, 2015 3:01 PM
Hide Details
1

Sent on behalf of Alan Trudell, Interim Chief Communications Officer

Ms. Urbanek,

On January 22, 2015, you had asked subsequent questions in regards to your Public Records Act request governing student parking fees assessed in the District. The District's responses to the questions are below.

1) Total Parking Fees for 2013-14 are \$337,225 for 2014-15 you are showing a total of \$268,650 which I assume represent 1/2 of what will be collected this year since we are only half way through the school year? Is that a correct assumption? No, some students choose to pay upfront for the whole year while some pay each semester. As a result of such payment procedures, the first semester revenue would typically be higher than the second semester revenue.

2) Did fees increase this year or did schools offer more students the ability to park since that will represent a substantial increase if fees for 2014-15? No, none of the high schools increased fees. Refer to my answer above that explains the fee difference.

3) I see that the money is going into the ASB Trust so what can that be spent on? ASB have flexibility and discretion in how they may use their funds. The site administrator and ASB advisors are responsible for ensuring that the funds are used to purchase goods and services that promote the students' general welfare, morale and educational experiences. In general, ASB expenses that meet these criteria are allowable if they are directly linked to the students' benefit. With few exceptions (such as awards and scholarships, which are discussed later in this chapter), ASB expenditures will benefit a group of students rather than individuals.... The students should be the primary authority that decides how the ASB funds are spent.*

Source: FCMAT ASB Manual*

Alan Trudell
Interim Chief Communications Officer
Capistrano Unified School District
(949) 234-9427

[http://4.bp.blogspot.com/-qtGJlsl-XH0/MifysyPL5I/AAAAAAAAAao/krlt8QK0sm4/s1600/Screen%2BShot%2B2015-01-26%2Bat%2B2.06.29%2BPM.png]

California Law AB 1575 Prevents Public Schools From Charging Students Illegal Fees To Participate In What Is Supposed To Be A "FREE" Public Education

More information about the "Free School Guarantee" and the legality of specific type of fees see:

<http://www.cde.ca.gov/re/tr/rfm/> [http://www.cde.ca.gov/re/tr/rfm/]

<http://wwwstatic.kern.org/gems/fcmat/StudentfeesguidelinesTulareC.pdf>

[http://wwwstatic.kern.org/gems/fcmat/StudentfeesguidelinesTulareC.pdf]

"Assembly Bill 1575 ensures the 'free schools' guarantee is applied equally to all children in our state and remains a meaningful protection in our Constitution." Author of the bill, Assemblyman Ricardo Lara of Bell Gardens

http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_1551-1600/ab_1575_bill_20120929_chaptered.pdf

[http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_1551-1600/ab_1575_bill_20120929_chaptered.pdf]

A Public Records Request shows that the Capistrano Unified School District collected \$337,225 in illegal parking fees in 2013-14 and is on track to collect over half a million dollars in illegal parking fees in 2014-15.

EXHIBIT 2

1 of 21

2014-2015								
School	REVENUES 2013-2014	REVENUES 2014-2015	Deposit Money ASB OR Other Account	Years Collecting	ASB MEMBER Parking Semester Fees	NON ASB MEMBER Parking Semester Fees	ASB MEMBER YEARLY FEES	NON ASB MEMBER YEARLY FEE
ANHS	\$48,190	\$37,205	PARKING ASB TRUST	10 years	\$50	\$60	\$100	\$120
CVHS	\$52,960	\$27,150	PARKING & SAFETY TRUST ACCOUNT	1999 or 2000	\$50	\$60	N/A	N/A
DHHS	\$41,430	\$19,610	ASB TRUST	PRIOR TO 2000	\$50	\$60	N/A	N/A
SCHS	\$68,905	\$69,825	ASB	2001 *	N/A	N/A	\$100	\$120
SJHHS	\$51,480	\$47,360	PARKING ASB TRUST	2007	\$50	\$60	\$100	\$120
THS	\$74,240	\$67,500	ASB	2005	\$50.00	\$55.00	\$100.00	\$110.00
J. SERRA								
ADULT TRANSITION /BRIDGES								
CAL PREP ACADEMY								
* Approximation by School								

[http://4 bp.blogspot.com/-Urr5-nuzr6c/VMI5yNNTI6I/AAAAAAAHAhgW6agZahvUE4/s1600/Screen%2BShot%2B2015-01-23%2Ba1%2B4.08.11%2BAM.png]

Why School Districts Do Not Have The Legal Authority To Charge Students A Fee To Park On Campus:

1. California Education Code prohibits schools from charging students a fee unless the fee is specifically authorized by law.

California Code of Regulations, Article 3. Privileges of Pupils. § 350. Fees Not Permitted.

"A pupil enrolled in a school shall not be required to pay any fee, deposit, or other charge not specifically authorized by law."

Source:

<https://law.resource.org/pub/us/ccr/gov.ca.oal.title05.html> [https://law.resource.org/pub/us/ccr/gov.ca.oal.title05.html]

Capistrano Unified School District cites California Vehicle Code § 2113 as the law that authorizes the District to charge students a fee to park on campus.

"(g) A public agency, including, but not limited to, the Regents of the University of California and the Trustees of the California State University, may adopt rules or regulations to restrict, or specify the conditions for, the use of bicycles, motorized bicycles, skateboards, and roller skates on public property under the jurisdiction of that agency."

Source:

<http://www.dmv.ca.gov/portal/dmv/detail/pubs/vciop/vc/d11/c1/a3/21113>

[http://www.dmv.ca.gov/portal/dmv/detail/pubs/vciop/vc/d11/c1/a3/21113]

California Vehicle Code § 2113 gives School Districts the authority to establish "rules and regulations" governing parking; it does not specifically give Districts the authority to "charge fees" for parking.

2. The Equal Protection Clause of the 14th amendment of the U.S. Constitution prohibits states from denying any person within its jurisdiction the equal protection of the laws.

The Equal Protection clause requires that the law (California Vehicle Code § 2113) be applied equally to everyone. The law is not being applied equally to everyone and therefore violates the Equal Protection Clause to the 14th Amendment to the US Constitution.

1. Only students at certain schools are required to pay a fee to park on campus. It should be noted that Adult students are not charged. Students at J.Serra are not charged. Visitors to campus are not charged. Employees are not charged.

2. The fees that are charged are different at each school.

3. The "Privilege" of parking on campus is based on a students academic performance. Under Capistrano Unified's current practice, students have to maintain a certain grade in order to receive the "privilege" of parking on campus.

3. California Education Code § 49011 (4) Prohibits School Districts from offering "privileges" to students in exchange for money.

49011. (a) A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

(4) A school district or school shall not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a pupil or a pupil's parents or guardians, and a school district or school shall not remove course credit or privileges related to educational activities, or otherwise discriminate against a pupil, because the pupil or the pupil's parents or guardians did not or will not provide money or donations of goods or services to the school district or school.

Source:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=49001-50000&file=49010-49013>
{<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=49001-50000&file=49010-49013>}

The District's current practice is to offer the "Privilege" of parking on campus for a fee which is a violation of California Education Code § 49011 (4).

4. Taxpayer Funded Facilities

School Property is paid for by taxpayers for the benefit of students. It is unconscionable that District employees, certain students and visitors are allowed to park on campus for free while certain students are not.

5. Punishing Students by revoking parking Privileges is morally and ethically wrong.

When a student loses the privilege of parking on campus because of poor academic performance it exposes that particular student as being "academically challenged". That brings up right to privacy issues. To add insult to injury, students who's permits are being revoked as a result of poor academic performance are charged an additional processing fee to revoke the permit.

The following Documentation was received from the District in response to a Public Records Request. Based on the legal arguments above, I will formally ask the Board to amend Board Policy to Prohibit Individual Schools in CUSD from charging students a fee to park on campus.

Capistrano Unified School District Board Policy 3260(a) Business and Non-Instructional Operations - STUDENT FEES

Business and Noninstructional Operations

BP 3260(a)

STUDENT FEES

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

The following definitions shall apply for purposes of this policy:

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

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

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

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

[http://2.bp.blogspot.com/-rEWE2vv_HS4V/MJZZ0tFI/AAAAAAAAAhs/e8ae13dygZw/s1600/BoardPolicy3260.png]

STUDENT FEES (continued)

BP 3260(b)

PERMISSIBLE FEES

Students/pupils may be charged for the following, as permitted by California Education Code:

- 1.1 Charges for optional attendance as a spectator at a school or District sponsored activity (Hartzell, 35 Cal. 3d 899, 911, fn. 14).
- 1.2 Charges for food served to students, subject to free and reduced price meal program eligibility and other restrictions specified in law (Education Codes §38082 and §38084).
- 1.3 Paying the replacement cost for District books or supplies loaned to a student that the student fails to return, or that is willfully cut, defaced or otherwise injured, up to an amount not to exceed \$10,000 (Education Codes §19910, §19911, and §48904).
- 1.4 Charges for required medical and accident insurance for athletic team members, so long as there is a waiver for financial hardship (Education Code §32221).
- 1.5 Charges for the rental or lease of personal property needed for District purposes, such as caps and gowns for graduation ceremonies (Education Code §38119).
- 1.6 Fees for academic school camp programs, so long as no student is denied the opportunity to participate because of nonpayment of the fee (Education Code §35335).
- 1.7 Reimbursement for the direct cost of materials provided to a student for property the student has fabricated from such materials for his/her own possession and use, such as wood shop, art, or sewing projects kept by the student (Education Code §17551).
- 1.8 Reimbursement for the actual cost of duplicating public records, student records, or a prospectus of the school curriculum (Government Code §6253; Education Code §49091.14).
- 1.9 Fees for transportation to and from school, and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student and provided there is a waiver provision based on financial need (Education Code §39807.5) (See Board Policy 3260).
- 1.10 Fees for transportation of pupils to places of summer employment (Education Code §39837).
- 1.11 Tuition fees charged to pupils whose parents are actual and legal residents of an adjacent foreign country or an adjacent state (Education Codes §48050, §48051, and §48052).

[http://3.bp.blogspot.com/-wpOV-1XIGcY/VMJZyPpWc_/_/AAAAAAAAAh0/aS3dw6XCeOo/s1600/Permissible%2BFees.png]

STUDENT FEES (continued)

BP 3260(c)

- 1.12 Tuition fees collected from foreign students attending a District school pursuant to an F-1 visa, equal to the full unsubsidized per capita cost of providing education during the period of attendance (8 U.S.C. §1184(m)(1)).
- 1.13 Fees for an optional fingerprinting program for kindergarten or other newly enrolled students, if the fee does not exceed the actual costs associated with the program (Education Code §32390).
- 1.14 Fees for community classes in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the community classes (Education Codes §51810 and §51815).
- 1.15 Deposits for band instruments, music, uniforms and other regalia which school band members take on excursions to foreign countries (Education Code §38120).
- 1.16 Charges for eye safety devices, for a student to keep, so long as the school provides them free of charge for use in specified courses or activities in which students are engaged in, or are observing, an activity or the use of hazardous substances likely to cause injury to the eyes (Education Code §32033).
- 1.17 Fees and expenses for field trips and excursions in connection with courses of instruction or school related social, educational, cultural, athletic, or school band activities, as long as no student is prevented from making the field trip or excursion because of lack of sufficient funds (Education Code §35330(b)).
- 1.18 Medical or hospital insurance for field trips that is made available by the school District (Education Code §35331).
- 1.19 Charges for standardized physical education attire of a particular color and design, but the school may not mandate that the attire be purchased from the school and no physical education grade of a student may be impacted based on the failure to wear standardized apparel "arising from circumstances beyond the control" of the student (Education Code §49066).
- 1.20 Charging for the parking of vehicles on school grounds (Vehicle Code §21113).
- 1.21 Charges for adult education books, materials, and classes as specified in law (Education Codes §52612 and §60410).
- 1.22 Charges for child care and development services (Education Code §8263).

Complaints of non-compliance with this Board Policy shall be filed in accordance with Administrative Regulation 3.32: Student Fees and Board Policy 1312.3: Uniform Complaint Procedures. Complaints regarding student fees shall be filed not later than one year from the date the alleged violation occurred.

[http://S.bp.blogspot.com/-9pou6SvGheg/VMJaGc9-Fol/AAAAAAAAAhS/IANDCZFDTDg/s1600/Permissible%2BFees%2BContinued.png]

STUDENT FEES (continued)

BP 3260(d)

Legal Reference:

EDUCATION CODE

49010-49013 Pupil Fees

Management References:

California Constitution, Article 9, Section 5

Title 5 California Code of Regulations, Section 350

Policy

Adopted: June 12, 2013

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

[http://4.bp.blogspot.com/-OwUlapqfKRo/VMJbYtjSvpl/AAAAAAAAAAU/yegS47RlgAg/s1600/Student%2BFees%2BContinued.png]

Capistrano Unified School District Board Policy 3513.2 Business and Non-Instructional Operations - HIGH SCHOOL TRAFFIC AND PARKING REGULATIONS

Business and Noninstructional Operations

BP 3513.2(a)

HIGH SCHOOL CAMPUS TRAFFIC AND PARKING REGULATIONS

Definitions

Whenever in these regulations the following terms are used, they shall have the meaning respectively ascribed to them in this section:

1. **Parking Space:** The space above an area marked by lines on the surface of a parking area designed to be occupied by a single vehicle.
2. **Reserved Parking Area, Student:** An area where parking is restricted to student parking (secondary campuses).
3. **Reserved Parking Area, Staff:** An area where parking is restricted to staff parking.
4. **Reserved Parking Area, Visitors:** Park in the staff lot with visitor's permit obtained from main office.

California Vehicle Code

The driveways, paths, and grounds off campus areas which are not otherwise restricted by gates, shall be open to public traffic. All provisions of the California Vehicle Code relating to traffic on the highways shall be applicable to the traffic on the driveways, paths, and grounds of the campus area. Where any regulation set fourth herein conflicts with any provision of the California Vehicle Code, the specific regulation herein shall apply and control.

Enforcement of Regulations

Authorization is granted to members of the California Highway Patrol or Orange County Sheriff's Department to issue citations or make arrests on campus areas for violations of the California Vehicle Code applicable to traffic, or violation of these regulations. No provision of these regulations shall be enforced against an alleged violator unless appropriate signs or markings or other traffic control devices giving notice of such provisions are in place and sufficiently legible to be seen.

Speed Regulation

No person shall drive a vehicle upon a roadway, parking area, or grounds, at a speed in excess of five miles per hour.

[<http://3.bp.blogspot.com/-Qa5HFk2jmVs/VMJaz1F9xii/AAAAAAAAAIE/2BC99brNIDQ/s1600/Board%2BPolicy%2BTraffic.png>]

BP 3513.2(b)

HIGH SCHOOL CAMPUS TRAFFIC AND PARKING REGULATIONS (continued)

Administration

It shall be the duty of the principal or designee to administer and enforce traffic and parking regulations. This responsibility shall include, but is not necessarily limited to:

1. Maintaining at the principal's office a copy of these regulations, with effective amendments, if any, such copy to be available to all interested persons.
2. Disseminating information about the policy and regulations to students and other personnel.
3. Providing for the procurement and issuance of stickers and official visitor placards which authorize parking in designated reserved parking areas.
4. Establishing the appropriate marking of the surfaces of the roadways, parking areas, and curbs, to designate crosswalks, parking spaces, reserved parking spaces, fire lanes and "no parking" zones.
5. Posting of appropriate signs giving notice of special conditions or regulations governing speed limit, use of parking space, parking and loading zones, no parking in crosswalks, roadways, fire lanes and "no parking" zones, and such other regulations which are in addition to those contained in the Vehicle Code of the State of California.
6. Establishing the movement of traffic on the roadways of the campus area. Any traffic pattern so established shall be indicated by appropriate traffic signs or markings.
7. Taking such disciplinary action in accordance with law and board policy, in the case of each student who continues to willfully disobey regulations or to openly and persistently defy the authority of enforcement personnel.

Policy
adopted: February 26, 1996

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

[http://3.bp.blogspot.com/-qiotsuw3_N4/MJbBDT7WA/AAAAAAAAAIM/3dFWzNIZJs/s1600/Board%2BPolicy%2BTraffic%2B2.png]
**Capistrano Unified School District Board Policy AR 3.8 Business and Non-Instructional Operations - VEHICLES
ON DISTRICT PROPERTY**

Business & Non-Instructional Operations

AR 3.8

VEHICLES ON DISTRICT PROPERTY

1.0 PURPOSE

- 1.1 To provide regulations and governing procedures for use of vehicles, including District vehicles, on District property.
- 1.2 All vehicles operating on District property, driveways, paths, parking facilities, fields, or grounds are under the control and traffic provisions of the State of California, Local Ordinances, and the Superintendent's Office or his designated authority.

2.0 PROCEDURES

- 2.1 No person shall drive a motor vehicle, wheeled vehicle, or other wheeled device, including District-owned vehicles, upon District property without prior authorization from the designated District authority.
- 2.2 Vehicles shall not be stopped, parked, or left standing whether attended or unattended, upon any portion of District property without authorization from the designated District authority.
- 2.3 All District vehicles shall be operated in a safe manner with all safety equipment properly attached and in good working order. This includes back-up beepers and, when children are in the vicinity, a second person walking alongside the vehicle to ensure that the path is safe.
- 2.4 All District vehicles shall be operated in conformance with the guidelines established within the State of California Vehicle Code, State Education Code, Board Policy, IIPP, and their respective departmental policies.
- 2.5 All accidents shall be immediately reported to the appropriate department head and the site administrator.
- 2.6 In all cases, vehicles driven on District property shall be operated in a manner consistent with safe operating practices.

Administrative Regulation
Adopted: (8/99)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

{<http://2.bp.blogspot.com/-7GHsK9Vz9Cc/VMJcSOaGhQI/AAAAAAAAAic/eqNLynTPpdU/s1600/Vehicles%2Bon%2BDistrict%2BProperty.png>}

Capistrano Unified School District Board Policy AR 3.18 Business and Non-Instructional Operations - HIGH SCHOOL CAMPUS TRAFFIC AND PARKING REGULATIONS

Business & Non-Instructional Operations

AR 3.18(a)

HIGH SCHOOL CAMPUS TRAFFIC AND PARKING REGULATIONS

1.0 PURPOSE

In order to provide for orderly administration of parking and traffic movement, the Board of Trustees of the Capistrano Unified School District has approved parking regulations which are stated in Vehicle Code 21113A.

2.0 PROCEDURE

2.1 On high school campuses, there are three designated parking areas:

- 2.1.1 Reserved parking area—EMPLOYEES
- 2.1.2 Reserved parking area—VISITORS
- 2.1.3 Reserved parking area—STUDENTS

2.2 General Regulations

- 2.2.1 All staff will register their cars with the main office.
- 2.2.2 Parking stickers shall be displayed on the left rear bumper of all vehicles.
- 2.2.3 All drivers shall obey signs erected on campus parking lots.
- 2.2.4 All drivers shall operate a motor vehicle less than 5 miles per hour, except for emergency vehicles.
- 2.2.5 All vehicles shall be parked clearly within a designated parking stall.
- 2.2.6 Motorcycles and bicycles must be parked in designated parking areas.
- 2.2.7 All vehicles shall park headed into the stall only.
- 2.2.8 All visitors to the campus shall park in the Faculty Parking area, and must obtain a visitors parking permit from the Administration office.

3.0 ACTION

- 3.1 The school's first concern is for safety; however, the administration is authorized to take disciplinary action on those who continue to violate these regulations. The last resort is to notify the Orange County Sheriff's Department who is authorized to issue citations and/or have cars towed away.
- 3.2 These regulations apply to all persons who drive or park within the high school areas and are to be in effect from 7 a.m. to 3:30 p.m. on days while school is in session.
- 3.3 Except as otherwise provided in this Superintendent's Operational Letter, the provisions of the current edition of the State of California Vehicle Code (CVC) are adopted as policy. (A copy of the CVC shall be available in the school libraries.)

[http://1.bp.blogspot.com/-QixKZzC_jxU/VMjGJrtjq0I/AAAAAAAAAik/u9XFso4G9BA/s1600/Campus%2BTraffic%2BReg.png]

AR 3.18(b)

HIGH SCHOOL CAMPUS TRAFFIC AND PARKING REGULATIONS (continued)

4.0 CALIFORNIA VEHICLE CODE, SECTION 2113A—PUBLIC GROUNDS

- 4.1 No person shall drive any vehicle or animal, nor shall any person stop, park, or leave standing any vehicle or animal, whether attended or unattended, upon the driveways, paths, parking facilities, or the grounds of any public school, state university, state college, unit of the state park system, county park, municipal airport, or rapid transit district, or any state, county, or hospital district institution or building, or any educational institution exempted in whole or in part from taxation, except with the permission of, and upon and subject to such conditions and regulations as may be imposed by, the governing board or officer of the public school, state university, state college, county hospital, district institution or business, or educational institution, or the Director, Parks and Recreation, regarding units of the state park system.
- 4.2 Every governing board or officer shall erect or place appropriate signs giving notice of any special conditions or regulations that are imposed under this section, and every board or officer shall also prepare and keep available at the principal administrative office of the board or officer, for examination by all interested persons, a written statement of all such special conditions and regulations adopted under this section.
- 4.3 When any governing board or officer permits public traffic upon the driveways, paths, parking facilities, or grounds under their control, except for those conditions imposed or regulations enacted by the governing board or officer applicable to the traffic, then all provisions of this Code relating to traffic upon the highways shall be applicable to the traffic upon the driveways, paths, parking facilities, or grounds.

*Legal Reference: California Vehicle Code, 2113A (Public Grounds)
California Education Code
10601.5 Suspension by Principal
10602 Grounds for Suspension & Expulsion*

Administrative Regulation
Approved: (9/82) 7/98

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

[<http://4.bp.blogspot.com/-XqifKrFagZM/VMjdXIQnKA/AAAAAAAAAIs/5kDxigBbzYk/s1600/Campus%2BTraffic%2BContinued.png>]
Capistrano Unified School District Board Policy AR 3.32(a) Business and Non-Instructional Operations -
STUDENT FEES

Business & Non-Instructional Operations

A.R. 3.32(a)

STUDENT FEES

1.0 PERMISSIBLE FEES

The District shall not charge a student/pupil fee for participation in an educational activity, except as specifically permitted by state law. Permissible fees are defined in Board Policy 3260.

2.0 COMPLAINTS OF NONCOMPLIANCE

A complaint of noncompliance with the requirements of Article 5.5 of Chapter 6 of Part 27 of Division 4 of Title 2 of the Education Code (commencing with §49010) may be filed with the principal of school under the Uniform Complaint Procedures set forth in BP 1312.4.

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of this article.

A complainant not satisfied with the decision of the District may appeal the decision to the State Department of Education and shall receive a written appeal decision within 60 days of the department's receipt of the appeal.

If the District finds merit in a complaint, or the department finds merit in an appeal, the public school shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the District to ensure full reimbursement to all affected.

Information regarding the requirements of Article 5.5 of Chapter 6 of Part 27 of Division 4 of Title 2 of the Education Code shall be included in the annual notification distributed to pupils, parents, and guardians, employees, and other interested parties pursuant to §4622 of Title 5 of the California Code of Regulations, (Education Code §49013).

Complaints of non-compliance shall be filed in accordance with Board Policy 1312.3: Uniform Complaint Procedures. Complaints regarding student fees shall be filed not later than one year from the date the alleged violation occurred.

References:

California Constitution, Article 9, Section 5

Education Codes §49010 and §49013

Title 5 California Code of Regulations, Section 350

Business & Non-Instructional Operations

Approved: May 2013

Revised: June 2013

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

[http://2.bp.blogspot.com/-r_Rjfr5_jcQ/VMJd6GKbc4I/AAAAAAAAA0/HSUcT3Aw9uY/s1600/Student%2BFees%2BCompliance.png]

Dana Hills High School
Daily Bulletin



Thursday, January 29, 2015

Happy Birthday

Keelen Goodfield, Reilly Goodfield, Isabella
Hanna, Sopia Hanna, Gillian klabouch, Hannah
McCaig, Amanda Meredith, Adam Page,
Ashley Patrick and Carlee Russo

A representative from Saddleback College is in the ROP Career Center every Thursday at lunch.

Spring registration for ROP classes is underway. Sign up for an ROP class and learn about 3-D printing, medical skills, digital media and much more. See MS. C in room 501 for information and to register.

Attention Seniors... This is a friendly reminder that if you purchased a Senior Package it **did not include** a Grad Night Ticket. Purchase your Grad Night tickets at dhgradnite.com or forms available in the front office. (Prices go up April 5th) Questions? chairman@dhgradnite.com

Attention seniors: Sigma Pi Alpha Sorority is offering Scholarships for senior Chicana/Latina young women planning to attend vocational school, junior college, or 4 year university. For more information see Kathi Kam in the Guidance Office.

ATTENTION SENIORS AND JUNIORS WITH PARKING PERMITS --
STARTING FEBRUARY 9TH THROUGH FEBRUARY 11TH MS. GRABLE WILL
BE ISSUING 2ND SEMESTER PARKING PERMITS BEFORE SCHOOL, AFTER
SCHOOL AND IN THE MALL DURING LUNCH BREAK.

DANA HILLS DANA HILLS DANA

[http://3.bp.blogspot.com/-4_gesl_LqdB/VNUhopXGzVI/AAAAAAAAAArc/9JLV31-pv88/s1600/DH.png]

Dana Hills High School
Daily Bulletin

YOU WILL NEED TO HAVE YOUR 1ST SEMESTER PARKING PERMIT ALONG WITH STUDENT ID AND 2ND SEMESTER FEE - \$50.00 WITH ASU AND \$60.00 WITHOUT ASU – PAYMENT CAN BE MADE IN THE FORM OF A CHECK OR EXACT CASH. YOU WILL NEED ALL OF THESE ITEMS TO BE ABLE TO OBTAIN THE 2ND SEMESTER PERMIT.

IF YOU HAD AN "F" ON YOUR FIRST SEMESTER REPORT CARD OR WERE PLACED ON A BEHAVIOR CONTRACT STEP 2 AND ABOVE, YOUR PARKING PERMIT WILL BE REVOKED – NO EXCEPTIONS!!!!

All students interested in learning about career opportunities within the Armed Forces, On Tuesday, February 10th, from 9:50-1:00, in the ROP Career Center, we will be hosting a Careers in the Armed Forces Day. Representatives from the Marines, Army, Navy, Air Force, Coast Guard and National Guard will be in attendance to answer your questions and discuss potential career paths. ROTC scholarship information will also be available to you. Last school year (13'-14'), a Dana Hills Alumni earned a four year ROTC scholarship totaling \$150,000! The opportunities are plenty so don't miss out.

ASVAB Testing

The ASVAB test will be administered at DHHS on Wednesday, February 18th. ASVAB is a free aptitude test and career assessment and is open to 9th-12th grade students with priority given to 11th and 12th grade students. Parental permission is required. Sign up and pick up permission slips in the ROP Career Center, room 501.

DANA HILLS DANA HILLS DANA

[http://3.bp.blogspot.com/-ciVTFit87m8/VNUht9-mAul/AAAAAAAAArk/qZPkWGbVJH4/s1600/DH2.png]

Posted 2 weeks ago by Dawn Urbanek



Add a comment

1 week ago Know Your Rights- A Free Public Education: School Districts May Not Require Students To Purchase A Cap and Gown To Participate In The Graduation Ceremony.

California Education Code prohibits schools from charging students a fee unless the fee is specifically authorized by law.

California Code of Regulations, Article 3. Privileges of Pupils. § 350. Fees Not Permitted.

"A pupil enrolled in a school shall not be required to pay any fee, deposit, or other charge not specifically authorized by law."

Source:

<https://law.resource.org/pub/us/ccr/gov.ca.oal.title05.html> [<https://law.resource.org/pub/us/ccr/gov.ca.oal.title05.html>]

Education Code § 38119

On the Capistrano Unified School District web site, the District sites Education Code Section 38119 as the law which authorizes the District to charge students a fee to rent or lease a cap and gown for participation in the high school graduation ceremony.

see: http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1302857358740

"38119. The governing board of a school district may rent or lease personal property needed for district purposes, including the renting or leasing of caps and gowns for seniors who participate in high school graduation ceremonies."

Source: <http://www.cde.ca.gov/re/rr/fm/fma1202addendum.asp>

Ed Code Section 38119 allows the District to rent or lease Caps and Gowns for students to use, but does not give the District authority to charge students a fee for the use of a cap and gown.

On October 4, 2013 the California Department of Education sent a memo to every school district in the State clarifying that districts may not require students to purchase a cap and gown as a condition of participating in a graduation ceremony.

The memo specifically states that if a District requires students to wear a cap and gown to participate in the graduation ceremony, the District must inform students that: (1) the district will provide caps and gowns for graduating seniors use during the ceremony, and (2) students also have the option to purchase an appropriate cap and gown from a vendor.



TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

ADDENDUM TO FISCAL MANAGEMENT ADVISORY 12-02

DATE: October 4, 2013

TO: County and District Superintendents
Charter School Administrators

FROM: Jeannie Oropeza, Deputy Superintendent
Services for Administration, Finance, Technology, and Infrastructure

**SUBJECT: Pupil Fees, Deposits, and Other Charges:
Cap and Gown for High School Graduation Ceremony**

Questions have arisen recently as to whether a district can require students to purchase or pay for a cap and gown if wearing a cap and gown is a condition of participation in a graduation ceremony. This memo is intended to augment Fiscal Management Advisory 12-02, dated April 24, 2013, *Pupil Fees, Deposits, and Other Charges*, Section III, "Fees Not Allowed."

In *Sands v. Morongo Unified Sch. Dist.*, 53 Cal. 3d 863, 873-874 (1991), *cert. denied*, 505 U.S. 1218 (1992), the California Supreme Court found that the high school graduation ceremony is "an integral part of the educational process" because it recognizes cumulative academic achievement. Therefore, the graduation ceremony is an "educational activity," pursuant to *EC* Section 49010(a), as to which a pupil fee cannot be charged.

In the CDE's view, *EC* Section 38119 only authorizes districts to rent caps and gowns from a supplier and provide them free of charge to students. Therefore, a cap and gown fee is not "otherwise allowed by law." *EC* Section 49011(e).

For these reasons, a district may not require students to purchase a cap and gown as a condition of participating in the graduation ceremony. The CDE recommends that a district that requires students to wear a cap and gown at the ceremony inform students that: (1) the district will provide caps and gowns for graduating seniors for use during the ceremony, and (2) students also have the option to purchase an appropriate cap and gown from a vendor. No student should be required to self-identify as indigent in order to receive a cap and gown from the district.

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

[<http://2.bp.blogspot.com/-ppaHq4ZaviA/VMRKeyXWsel/AAAAAAAAAJU/5RemZ2ukTFY/s1600/Cap%2Band%2BGown%2BMemo.png>]

Most of the High School web sites do not disclose the fact that students can borrow a cap and gown for free. Most send students to a for profit company such as Jostens to purchase caps and gowns and other senior items. A basic cap and gown and tassel from Jostens run \$34.95. Packages for additional items such as invitations jewelry and other clothing items run as high as \$262.74. The District also allows this vendor to come on to campus and distribute product information during academic class time - senior government class.


A basic cap and gown can be purchased online for as little as \$12.50 - so why are Districts pushing students to a for profit company that charges much higher prices?

see:
gradshop.com [<http://gradshop.com/>] from \$13.95
capandgowndirect [<http://www.gradshop.com/>] from \$12.50

[Home](#)
[Information](#)
[Academics](#)
[Athletics](#)
[Activities](#)
[Performing Arts](#)
[Guidance](#)
[Community](#)

Activities
[Activities Home](#)
[Senior Activities](#)
[Graduation Class of 2015](#)
CLASS COUNCILS
[Class of 2015](#)
[Class of 2016](#)
[Class of 2017](#)
[Class of 2018](#)
DANCES
[Homecoming 2014: The Titan Strikes Back](#)
[Winter Formal 2015: Willy Wonka & The Chocolate Factory](#)
[Prom 2015](#)
ONLINE ASB STORE
[Online ASB Tesoro Store](#)
TESORO IMPACT
[Tesoro IMPACT](#)
CLUBS
[Tesoro Clubs](#)
A ROSE FOR YOU
[A Rose For You](#)
ADVENTURE CLUB
[Adventure Club](#)
AMERICAN CANCER SOCIETY
[American Cancer Society](#)
[Upcoming Events](#)
ANGRY POET SOCIETY
[Spitters](#)
ANIME CLUB
[Anime Club](#)

Senior Activities



Friday, June 19
Ceremony begins at 5:00 pm
Orange Coast College - Lebard Stadium in Costa Mesa

Caps, Gowns, Rings, and more

At lunch on the following dates, a representative from Jostens will be on campus for seniors to order caps and gowns, class rings, graduation announcements, and more:

Friday, February 6
Wednesday, February 11
Thursday, February 19
Friday, March 20
Monday, May 18
Friday, June 5 - Cap & Gown Distribution

Order Senior Goodies Online

Visit www.jostens.com to order your cap, gown & tassel, graduation announcements, and other fun Class of 2015 items.


Senior Events

Torch of Excellence - Thursday, May 21 - THS Gym
Senior Trip - Thursday, May 28
Prom - Saturday, May 30. Location TBA.
Senior Awards - Thursday, June 4 - THS Gym
Senior Luau - Friday, June 5 - THS
Senior Luncheon - Thursday, June 18 - Location TBA
Graduation - Friday, June 19 - OCC


Grad Night '15


Grad Nite takes place the night of graduation. Grad Nite is not a school-sponsored event; it is run by the Grad Nite Committee, a group of dedicated Tesoro High School parents. Please visit their site for more information: [Tesoro Grad Nite 2015](#).

[http://i4.bp.blogspot.com/-q9BH3muVCBw/VMZM4Lx2QvI/AAAAAAAAAAk/wdA-R03nW03c/s1600/Screen%2BShot%2B2015-01-26%2B%2B6.18.41%2BAM.png]




Tesoro High School RANCHO SANTA MARGARITA, CA


Provided by 

Products  Search Jostens


Sign in My Orders Cart Change School Help



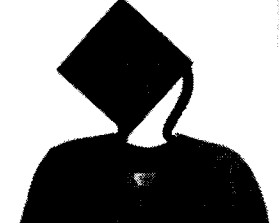
Packages




High School Class Rings




Announcements & Cards




Caps & Gowns



Senior Jewelry



Class of Apparel



Gifts & Keepsakes

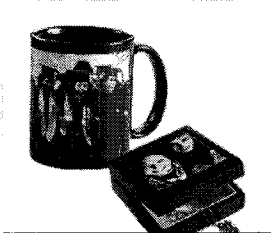



Photo Gifts



Packages

High School Class Rings

Announcements & Cards


Caps & Gowns

Senior Jewelry


Class of Apparel

Gifts & Keepsakes

Photo Gifts



No event information is available at this time. Please order online now or check back to see when Jostens will be visiting your school.



Receive special offers & promotions.

[http://3.bp.blogspot.com/-yLDgQ6OpOmI/MZNfc9NanI/AAAAAAAAAk4/HFC6dX4813U/s1600/Screen%2BShot%2B2015-01-26%2B06:19:43%2BAM.png]

jostens®

Sign In | Register | My Orders | Cart | Help

Rings | Graduation | Yearbooks | Photo Products | Resources

Search

Tesoro High School RANCHO SANTA MARGARITA, CA **CHANGE SCHOOL**

Products Home > Packages

TRADITIONAL ANNOUNCEMENT PACKAGES

EVERYTHING YOU NEED FOR SENIOR YEAR.

SENIOR PACKAGE \$262.74	BEST VALUE! MASCOT PACKAGE \$172.69	MINI PACKAGE \$131.39
CUSTOMIZE	CUSTOMIZE	CUSTOMIZE
30 Announcements	25 Announcements	15 Announcements
\$10 Photo Card Credits Free!	\$10 Photo Card Credits Free!	\$10 Photo Card Credits Free!
Stationery	Stationery	Stationery
Choice of Hoodie	Class of Pullover Hoodie	2015 Key Ring
Choice of Jewelry	Choice of Tassel	Choice of Tassel
2015 Key Ring	2015 Key Ring	Cap & Gown Unit
Choice of Tassel	Cap & Gown Unit	
Cap & Gown Unit		

[http://1.bp.blogspot.com/-7yQJcXH-nnc/VMZNai-7KeI/AAAAAAAAAIA/ug9c105IR0k/s1600/Screen%2BShot%2B2015-01-26%2B266.21.05%2BAM.png]

[Sign In](#) | [Register](#) | [My Orders](#) | [Cart](#) | [Help](#)

[Rings](#) | [Graduation](#) | [Yearbooks](#) | [Photo Products](#) | [Resources](#)

Tesoro High School RANCHO SANTA MARGARITA, CA

[CHANGE SCHOOL](#)

[Products Home](#) > [Caps & Gowns](#)

Cap & Gown Packages

Celebrate senior year
and your big day!

BEST VALUE!

CAP & GOWN PACKAGE (A)
\$105.94

[CUSTOMIZE](#)

\$10 Photo Card Credits *Free!*

Cap & Gown Unit

Choice of Tassel

Diploma Plaque

Choice of Hoodie

CAP & GOWN PACKAGE (B)
\$74.95

[CUSTOMIZE](#)

Cap & Gown Unit

Status Tassel

Choice of Hoodie

CAP & GOWN PACKAGE (C)
\$34.95

[CUSTOMIZE](#)

Cap & Gown Unit

Choice of Tassel

[http://2.bp.blogspot.com/-pARLDQzLgEs/VMZNpZan13I/AAAAAAAAAI/1EoL9vvX8/s1600/Screen%2BShot%2B2015-01-26%2B06:22.04%2BAM.png]

Posted 1 week ago by Dawn Urbanek

0

Add a comment

District English Learner Advisory Committee Annual Report 2015



CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT 3

Role of DELAC



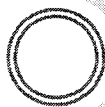
- The District English Learner Advisory Committee (DELAC) is a group of parents and staff that serve in an advisory capacity. One of the main roles of the DELAC is to assist in advising the District of the priorities of the students who currently receive English learner services.

English Learners in CUSD



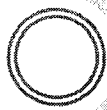
- Of the 53,785 students in CUSD, 5,404 (10%) are identified as English learners
- An additional 5,281 were English learners but reclassified or were initially designated as Fluent English Proficient (FEP)
- In all, 19.87% of CUSD's total student population come from bilingual families. These students come from diverse backgrounds with 46 languages other than English represented - the top five being Spanish, Farsi, Vietnamese, Korean, and Filipino.

2014-2015 Accomplishments



- English Learner Master Plan revised by English Learner Task Force
- Increased Parent Education Opportunities
- English learner students had the opportunity to attend summer support programs in secondary school
- Technology support for all English learners in the District was purchased to support English Language Arts and Math success

English Learner Master Plan



- English learner students are tasked with the dual responsibility of learning grade level content, while simultaneously learning English and developing adequate language skills to become academically competent and prepared for their future.
- DELAC representatives worked with the English Learner Task Force to revise the English Learner Master Plan to provide District stakeholders with a guiding document for providing programs and services for English learner students.

Goals of the English Learner Master Plan



- English learner programs and services will be fully implemented at all school sites
- English learners will master the English language in a reasonable time frame and meet reclassification criteria to become Fluent English Proficient
- English learners' linguistic development will be considered at all times, and especially when students are struggling to succeed academically
- English learners will achieve academic success comparable to English Only (EO) students
- Students enrolled in alternative programs will master language skills in English and another language
- Parents/guardians of English learners and Reclassified Fluent English Proficient students will be active participants in their children's education

Increased Parent Education Opportunities



- Parent Institute for Quality Education (PIQE) was piloted last year with great success
 - PIQE is a nine week education program for parents
- PIQE opportunities have been offered at multiple sites
- Over 400 parents of English learner students have or will attend by the end of the school year
- Bilingual homework dictionaries in Spanish, Korean, Cantonese, Mandarin, Russian, or English were distributed to all EL parents
- Six DELAC members attended the California Bilingual Educators Conference in Spring 2014

Summer Intensive for English Learners



- In Summer 2014, all secondary English learners were invited to attend a four-day California English Language Development Test (CELDT) Institute to prepare them for the annual state language assessment
- Students received instructional preparation for three days and took the assessment on the final day
- Testing in the summer maximized instructional time during the school year for the majority of secondary English learners
- At the beginning of the school year, teachers received preliminary CELDT results enabling them to provide strategic instruction

Technology Support for EL Students



- All K-12 English learner students have access to supplemental technology supports
- These supports are independent and supplement the core instruction for students
- In secondary, students have access to curricular support technology that accompanies their new English Language Development curriculum
- Newcomers have access to support which provides primary language support in 16 languages

Goals for the Future



- Increase parent participation through greater DELAC/ELAC involvement and involvement of English learner parents with other groups such as PTA and CAC
- Increased redesignation rates for English learners at all grade levels
- Reduce number of Long Term English Learners (LTELS), students who have been designated English learners for more than six years
- Increase college and career readiness for English learners



Immunization and Health Services

March 11, 2015

EXHIBIT 4

AGENDA

- **CUSD health service staff's role in the immunization process**
- **Immunization requirements for California students**
- **CUSD immunization data collection**
- **CUSD immunization statistics**
- **The role of the Orange County Health Care Agency**

CUSD HEALTH SERVICE STAFF

- District Nurses:
 - contribute to and assist in the evaluation of the total health education program of the district
 - serve as a resource for a program directed toward the control of communicable diseases in the District and the community
 - act as liaison with County agencies, community services, and other health care providers to improve the health status of students
 - provide health care and referral information to parents
 - assist in the training and supervision of health staff
 - serve as a resource to school and District staff on health issues

IMMUNIZATION REQUIREMENTS

VACCINE	REQUIRED DOSES
Polio	4 doses at any age, but... 3 doses meet requirement for ages 4–6 years if at least one was given on or after the 4 th birthday ¹ ; 3 doses meet requirement for ages 7–17 years if at least one was given on or after the 2 nd birthday. ¹
Diphtheria, Tetanus, and Pertussis	Age 6 years <i>and under</i> : DTP, DTaP or any combination of DTP or DTaP with DT (diphtheria and tetanus) 5 doses at any age, but... 4 doses meet requirements for ages 4–6 years if at least one was on or after the 4 th birthday. ¹ Age 7 years <i>and older</i> : Tdap, Td, or DTP, DTaP or any combination of these 4 doses at any age, but... 3 doses meet requirement for ages 7–17 years if at least one was on or after the 2 nd birthday. ¹ If last dose was given before the 2 nd birthday, one more (Tdap) dose is required.
Measles, Mumps, Rubella (MMR)	Age 4–6 years (kindergarten and above): 2 doses ² both on or after 1 st birthday. ¹ 7 th grade: 2 doses ² both on or after 1 st birthday. ¹ Age 7–17 years <i>and not entering or advancing into 7th grade</i> : 1 dose on or after 1 st birthday. ¹
Hepatitis B ³	Age 4–6 years (kindergarten and above): 3 doses.
Varicella	1 dose ^{4, 6}
Tdap Booster (Tetanus, reduced diphtheria, and pertussis)	7 th grade: 1 dose on or after 7 th birthday. ^{5, 7}

DISTRICT DATA COLLECTION & REPORTING

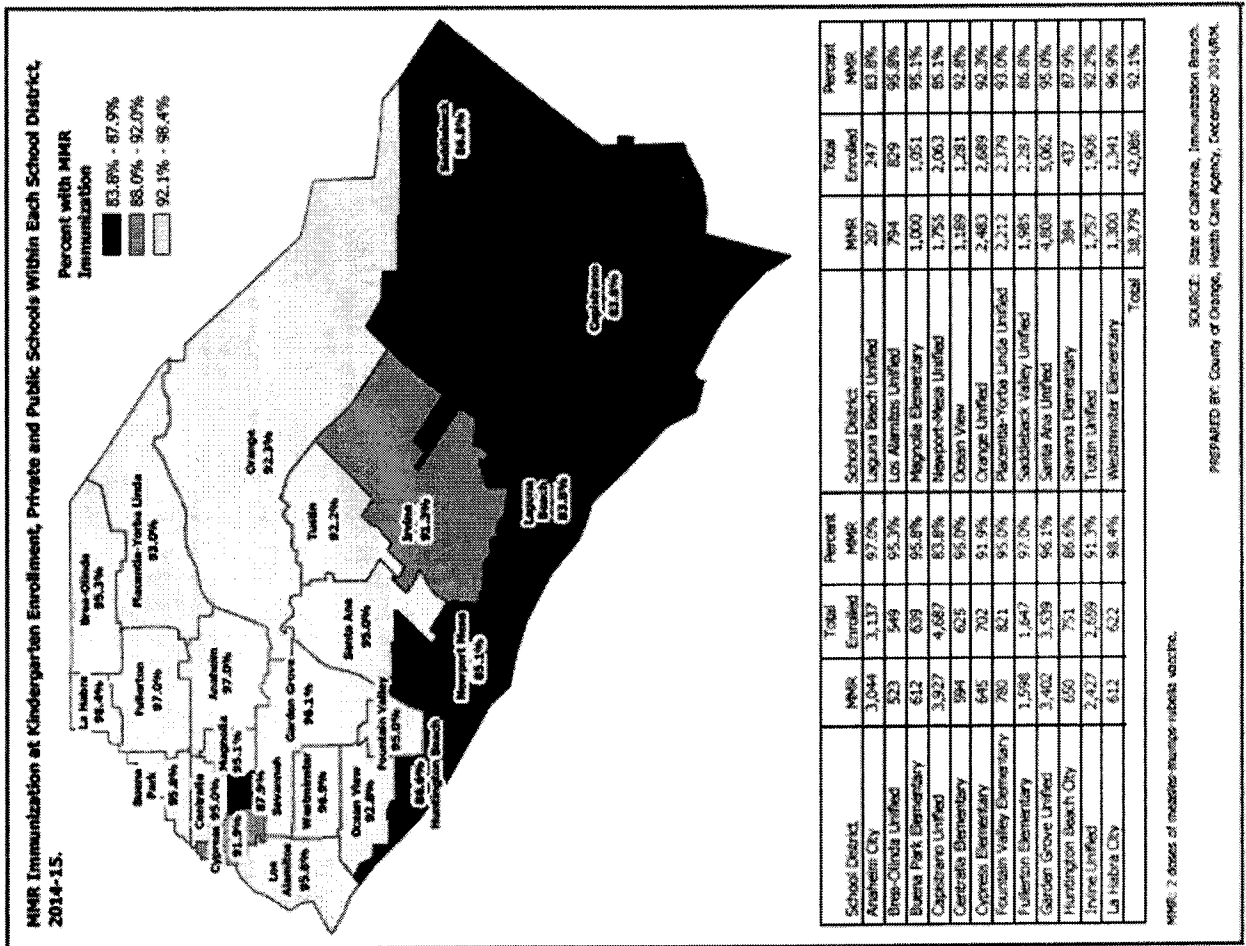
- Students' immunization data is entered at initial registration and updated and maintained as part of the student record
- The California Code of Regulations allows for immunization waivers:
 - medical conditions
 - personal beliefs
 - temporary
- Annually immunization and waiver rates, by school, are reported to the State
 - total immunized for transitional kindergarten and kindergarten
 - 7th grade Tdap (Tetanus, Diphtheria, Pertussis)

IMMUNIZATION RATES

- 90.76 % of all CUSD students are 100% immunized
- 91.55% have both Measles, Mumps and Rubella (MMR) vaccine doses
- 96.56% have one of the two Measles, Mumps and Rubella vaccine doses
- 83.8% of transitional kindergarten and kindergarten students have both MMR vaccine doses
- 92.1% of Orange County transitional kindergarten and kindergarten students have both MMR vaccine doses

ORANGE COUNTY KINDERGARTEN RATES

- CUSD's MMR rate for transitional kindergarten and traditional kindergarten is significantly lower than most OC Districts
- Role of Health Care Provider in:
 - determining age of student for second MMR vaccine
 - Recommendation of immunization waiver



ORANGE COUNTY HEALTH CARE AGENCY

- **Monitors the incidence of disease and injury in the community**
- **Works with schools and child care State Health and Safety Codes**
- **Directs parent notifications to classrooms or schools in cases of increased absenteeism**
- **Directs the exclusion of infectious or non-immunized students in times of outbreak**

SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM
AMENDED JOINT POWERS AGREEMENT

THIS AMENDED AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (section 6500 et seq.) of the California Government Code, relating to joint exercise of powers among the following parties: CAPISTRANO UNIFIED SCHOOL DISTRICT ("CUSD") and LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("LBUSD").

RECITALS

The Legislature has enacted Sections 52300 et seq. of the Education Code pertaining to the establishment of regional occupational programs. Section 52301 reads in part:

The county superintendent of schools of each county, with the consent of the state board, may establish and maintain, or with one or more counties may establish and maintain a regional occupational center, or regional occupational program, in the county to provide education and training in career technical courses. The governing boards of any school districts maintaining high schools in the county may, with the consent of the state board and of the county superintendent of schools, cooperate in the establishment and maintenance of a regional occupational center or program, except that if such a school district also maintains 500 or more schools, its governing board may establish and maintain one or more regional occupational centers, or programs, without those restrictions. A regional occupational center or program may be established by two or more school districts maintaining high schools through the use of the staff and facilities of a community college or community colleges serving the same geographic area as the school districts maintaining the high schools, with the consent of the state board and the county superintendent of schools. The establishment and maintenance of a regional occupational center or program by two or more school districts may be undertaken pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code. If a school district or school districts establish and maintain a regional occupational center or program, pursuant to this chapter,

the county superintendent of schools may, with the consent of the state board, establish and maintain a separate regional occupational center or centers or program or programs.

TERMS AND CONDITIONS

It is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to accomplish the purposes hereinafter set forth; and

The parties to this Amended Agreement have determined and declare that it is in the best public interest that these parties cooperate in maintaining the South Coast Regional Occupational Program (hereinafter "ROP") pursuant to Education Code 52300 et seq. It is the purpose of the parties to provide career technical education and to enable a broader curriculum in occupational areas while avoiding unnecessary duplication of redundant contracts, services, and resources.

In addition to the objective of carrying out the intent of the Legislature as declared in Sections 52300-52331 of the Education Code, it is the purpose of the parties to this agreement for the ROP to provide training for: (a) students residing in the participating districts in order to provide them with economically useful employment skills; (b) persons residing in the participating districts and not enrolled in high school and who will benefit from the instruction.

The development, organization, and implementation of such a program is of such magnitude that it is necessary for the parties to join together in this Amended Agreement in order to accomplish the purposes hereinafter set forth; and

The parties agree to this Amended Agreement for the purpose of offering the same level of ROP services and courses for students at both CUSD and LBUSD; developing a plan to build further career pathways for students in the Districts; and ensuring a smooth transition following the adoption of this Amended Agreement; and

The parties agree to this Amended Agreement to reflect the dedicated funding source changes under Sections 52060 et seq. of the Education Code for ROP programs in that the new State funding, Local Control Funding Formula (LCFF), requires that this agreement be amended to reflect the new State funding model that allows for more flexibility at the local level; and

The parties participating in this Amended Agreement are legally authorized under Section 52300 et seq. of the Education Code to perform the responsibilities relative to career technical education hereinafter set forth,

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM OF AGREEMENT. This Amended Agreement shall become effective and binding upon the parties upon action of the CUSD and LBUSD Governing Boards as attested by the signature of their duly represented agents on the Agreement. This Amended Agreement shall continue in effect until terminated as provided herein.

Additional school districts may enter into this Amended Agreement subject to approval and conditions as agreed upon by the South Coast Regional Occupational Program Governing Board ("ROP Governing Board"). Application of new districts must be approved by the ROP Governing Board.

The parties agree to transition ROP employees located at the ROP Center in San Juan Capistrano to the CUSD District Office for better articulation and integration; reduce funding to the ROP infrastructure; and provide students with certification in careers.

2. GOVERNING BOARD. The Regional Occupational Program conducted under this Amended Agreement shall be under the direction and control of the ROP Governing Board. The ROP Governing Board will consist of seven Board Members of CUSD and one duly designated representative of LBUSD. In the event that any of the designated ROP Governing Board members cannot attend scheduled Board meetings, alternates shall be derived first from the absent Board member's parent district board to make a quorum. Such ROP Board Members shall serve at the pleasure of the School District Board appointing such member. The Capistrano Unified School District Superintendent ("CUSD Superintendent") or designee shall serve as the secretary of the ROP Governing Board, and shall be responsible to provide guidance to the ROP Governing Board. By way of this agreement, the ROP recognizes its contractual obligation to the current ROP Superintendent. Any subsequent District or entity to join the ROP shall have one representative on the ROP Governing Board. The ROP Governing Board may delegate its responsibilities to an advisory committee, consisting of ROP member District representatives.

a) Scope of Powers. The ROP Governing Board shall have the power and authority to exercise any power common to the school districts which are parties to this Amended Agreement, provided that the same are in furtherance of the objectives of this Amended Agreement as contained in the recitals set forth with the manner of exercising such powers. The ROP Governing Board has the authority to employ and pay necessary certificated and classified employees to carry out the goals and objectives of the ROP. The employees of the ROP are not employed jointly or otherwise by CUSD or LBUSD.

The ROP Governing Board shall enact and adopt appropriate policies, rules, or bylaws which are consistent with this Amended Agreement for the orderly transaction of the business of the ROP. It shall be the purpose and responsibility of the ROP Governing Board to exercise administrative responsibility for this program to plan, implement, and service, with the participating school districts, the career technical needs of people and communities in the area comprising the South Coast Regional Occupational Program. The ROP Governing Board shall have fiscal oversight of the ROP.

b) Term of Office. Each member of the ROP Governing Board shall serve for a one-year term. A member may be appointed for successive terms. Interim vacancies on the ROP Governing Board shall be filled for the balance of the unexpired term by the parent district board of the departing member.

c) Notices. The ROP Governing Board, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the ROP Governing Board.

d) Meetings. The ROP Governing Board, at its annual organizational meeting, shall elect from their membership a president and vice president/clerk who shall serve a one-year term. The ROP Governing Board shall hold at least one (1) regular meeting each school year, subject to the discretion of the ROP Governing Board. The hour, time, and place for such regular meeting shall be fixed by resolution of the ROP Governing Board at the annual organizational meeting.

All meetings of the ROP Governing Board shall be called, held, and conducted in accordance with the terms and provisions of Title 5, Division 2, Part 1, Chapter 9, (Section 54950 et. seq.) of the Government Code (Ralph M. Brown Act), or as said Chapter

may be modified by subsequent legislation, or as may be augmented by further rules of the ROP Governing Board not inconsistent therewith.

Except as otherwise provided or permitted by law, all meetings of the ROP Governing Board shall be open and public. The ROP Governing Board shall cause to be kept minutes of its meetings, and shall promptly transmit to the Governing Board of each of the parties hereto true and correct copies of the minutes of such meetings.

3. FUNDING. LBUSD will contribute \$138,908 to the ROP program in fiscal year 2015-2016. CUSD will contribute \$1,250,000 to the ROP program in fiscal year 2015-2016. CUSD and LBUSD will negotiate contribution amounts in each following year for ROP and additional services.

If additional monies are required from individual districts beyond the base funding allocation of 2015-16, the ROP Governing Board shall notify the appropriate participating district as to the amount of additional support money required to meet the anticipated costs of educating students attending the ROP. If additional support money is approved by the participating school district, the participating school district shall authorize the payment of additional funds to the ROP. If the additional funding request is denied, it may be necessary for the ROP to reduce course offerings in that district.

The parties acknowledge a ROP budget surplus from reserves that shall be redistributed to the Districts at the time of the execution of this agreement, in the proportions initially contributed: 97% to CUSD, and 3% to LBUSD, payable within 60 days of execution of this agreement.

4. AUDIT. The fiscal transactions of the ROP shall be audited annually by a firm of licensed certified public accountants to be selected and paid by the ROP Governing Board. Audit shall be under the JPA control and conducted in line with the requirements of the State of California.

5. INSURANCE. The ROP Governing Board shall provide necessary insurance to provide coverage in accordance with State law in regards to liability. Notwithstanding the provisions of Education Code Section 51769, it shall be the responsibility of the ROP, rather than the parties, to provide workers' compensation insurance coverage to students who are receiving community classroom and internship training through the ROP.

6. WITHDRAWAL OF PARTIES. The powers of authority of the ROP Governing Board shall continue until termination of this Agreement. Neither party may provide notice to withdraw prior to September 1, 2015. Beginning on September 1, 2015, the required notice shall be 90 days, in accordance with prior agreements. A party to this Amended Agreement will incur no liability for any obligation incurred after the date of submission of the notice of the withdrawal provided for herein provided withdrawal is accomplished at the end of the school year period.

7. DISPOSITION OF PROPERTY AND FUNDS. In the event of the dissolution of this ROP, or the complete rescission or any other final termination of this Amended Agreement by all districts, any property interest remaining following a discharge of all obligations shall be disposed of as the ROP Governing Board shall then determine, with the objective of returning to each district or other agency which is then a party to this Amended Agreement a proportionate return on the monetary contributions made to all properties by such parties. The ROP will attach as an exhibit to this agreement an inventory list of current buildings and real properties (Exhibit "A") as well as ROP assets and all other non-fixed assets (Exhibit "B"). CUSD property and buildings shall revert to CUSD. Surplus funds remaining after all outstanding obligations shall be divided the same as the party's contribution.

In the event of dissolution, the ROP Governing Board shall determine the reasonable value of any equipment or structure, and shall fix the amount of reimbursement to be paid by the withdrawing district. The amount shall be subject to a fair and reasonable offset or adjustment to the withdrawing district's original acquisition cost of such equipment, property, or structure, to be determined by the ROP Governing Board.

8. FISCAL DUTIES AND RESPONSIBILITIES. The ROP Governing Board shall have no authority to incur any obligations in excess of the funds which are appropriated annually to it for the uses and purposes of the ROP.

The ROP Governing Board shall have the authority to contract for funds to be used for the project consistent with the terms of this agreement. The ROP Governing Board shall have the power and authority to receive, accept, and utilize all funds, whether from private or public agencies, in accordance with State law. The treasurer of the County of Orange

shall act as a depository to all funds of the ROP. All expenditures of funds shall be authorized by the Board.

9. AMENDMENT. This Amended Agreement may be amended by a simple majority vote of the ROP Governing Board provided that any amendment is to further carry out the mission of the ROP or to comply with new legislation applicable to such a regional occupational program.

10. SEVERABILITY. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be duly executed by their authorized officers there under duly authorized as set forth herein below on this ____ day of _____, 2015.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Lynn Hatton-Hodson, President, Board of Trustees

Date

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Ketta Brown, President Board of Trustees

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
PROPOSED 2016-2017 SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)

New Teacher - Pre-Service Day

All Teachers - Pre-Service Days (Except ATP)

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)

Back-to-School Night, Middle School

(Minimum day per individual school site calendar)

Back-to-School Night, High School

(Minimum day per individual school site calendar)

LABOR DAY (Legal Holiday)

Back-to-School Night, Elementary

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

End of First Reporting Period (Elementary)

Parent Conferences, Elementary (Pupil Free Days-Elementary)

Pupil-Free Day for Secondary Professional Development Day

Parent Conferences, Elementary (Minimum Days)

End of Second Progress Reporting Period (High School)

VETERANS DAY (Legal Holiday)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

First Semester Wrap-up Activities (Middle, High School, & ATP)

Middle, High School, and ATP Pupil-Free Day

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Local and Legal Holiday)

HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

Second Semester Begins

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of Third Quarter (Middle School)

End of Second Progress Reporting Period (High School)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

MEMORIAL DAY (Legal Holiday)

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Third Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2016

Wednesday, Aug. 10, 2016

Thurs.-Fri., Aug. 11 & 12, 2016

Monday, Aug. 15, 2016

Tues., Wed., or Thurs., Aug. 23-25, 2016

Tues., Wed., or Thurs., Aug. 30-Sept. 1, 2016

Monday, Sept. 5, 2016

Tues., Wed. or Thurs., Sept. 6-8, 2016

Friday, Sept. 23, 2016

Friday, Oct. 14, 2016

Friday, Oct. 28, 2016

Mon.-Tues., Oct. 31-Nov. 1, 2016

Monday, Oct. 31, 2016

Wed.-Thurs., Nov. 2-3, 2016

Friday, Nov. 4, 2016

Friday, Nov. 11, 2016

Mon.-Wed., Nov. 21-23, 2016

Thurs.-Fri., Nov. 24-25, 2016

Monday, Nov. 28, 2016

Mon.-Wed., Dec. 19-21, 2016

Wednesday, Dec. 21, 2016

Wednesday, Dec. 21, 2016

Thursday, Dec. 22, 2016

Fri.-Fri., Dec. 23, 2016-Jan. 6, 2017

Fri. & Mon., Dec. 23 & 26, 2016

Friday, Dec. 30, 2016

Monday, Jan. 2, 2017

Monday, Jan. 9, 2017

Monday, Jan. 9, 2017

Monday, Jan. 16, 2017

Thursday, Feb. 16, 2017

Friday, Feb. 17, 2017

Monday, Feb. 20, 2017

Friday, Feb. 24, 2017

Mon.-Fri., Feb. 27-Mar. 3, 2017

Friday, Mar. 10, 2017

Friday, Mar. 31, 2017

Mon.-Fri., Apr. 3-7, 2017

Friday, Apr. 7, 2017

Monday, Apr. 10, 2017

Monday, May 29, 2017

Tues.-Thurs., May 30-June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Thursday, June 1, 2017

Friday, June 2, 2017

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 11, 2015

**CERTIFICATION OF THE 2014-2015 SECOND INTERIM REPORT AND ADOPTION
OF RESOLUTION NO. 1415-38 - 2014-2015 REVENUE AND EXPENDITURE
INCREASES/DECREASES**

BACKGROUND INFORMATION

In accordance with Education Code §42130, school districts are required to submit interim financial reports to the governing board prior to submitting these reports to the State and County Office of Education. Resolution No. 1415-38 adjusts the various fund budgets to reflect the Second Interim Report.

The Board of Trustees is required to certify the interim report to indicate that they have been informed of the financial stability of the District. The Superintendent is also required to certify that an interim report review has been conducted using the state-adopted Criteria and Standards. The District's second interim reporting period is based upon activity from July 1, 2014, through January 31, 2015.

Additionally, AB 1200 mandates that school districts demonstrate multi-year fiscal solvency through their interim reporting and annual budget. District financial reporting is certified as positive, qualified, or negative for the reporting period. The certification is an evaluation of the District's ability to maintain fiscal solvency in the current and two subsequent fiscal years.

CURRENT CONSIDERATIONS

This agenda item presents a positive certification of the Second Interim Financial Report for 2014-2015, indicating that the District will meet its financial obligations for the current, and two subsequent, fiscal years. The multi-year projections for 2015-2016 and 2016-2017 are based on the Governor's proposed 2015-2016 budget released in January. The proposed budget includes an assumption that the 2015-2016 budget contains funding sufficient to close 32.19 percent of the Local Control Funding Formula funding target gap.

2014-2015 Financial Information

The Second Interim Report (Attachment 1) is supported by the General Fund Income and Expenditure Summary (Restricted and Unrestricted), Average Daily Attendance Report, Actual and Projected Monthly Cash Flow, Criteria and Standards, Certification and Checklist, and the Multi-Year Projections. Also included are Income and Expenditure Summaries for other District funds. Resolution No. 1415-38 (Attachment 2) incorporates revenue and expenditures increases and decreases in the current fiscal year as required by Education Code §42602.

EXHIBIT 7

Multi-Year Projections

Revenue – The multi-year projections incorporate the assumptions prescribed by the Orange County Department of Education and School Services of California (Attachment 3).

Salary Projections – Negotiations with bargaining units have not yet been settled for the current year. Amounts budgeted for salaries and health and welfare costs have been adjusted to reflect actual expense. For the 2015-2016 and 2016-2017 fiscal years, step and column, and appropriate health, welfare, and statutory benefit costs have been included in the projection.

Reserve for Economic Uncertainties and Required Budget Reductions – As shown in the multi-year projections, the Reserve for Economic Uncertainties and Unassigned Reserves are projected to be 4.14 percent in 2014-2015; 7.32 percent in 2015-2016; and 10.08 percent in 2016-2017.

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in Attachment 1.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees:

1. Approve the Positive Certification of the Second Interim Financial Report for the period July 1, 2014, through January 31, 2015, and authorize its filing with the County Superintendent of Schools.
2. Approve Resolution No. 1415-38, Revenue and Expenditure Increases/Decreases for the District's various funds for 2014-2015.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 11, 2015 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X **POSITIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

_____ **QUALIFIED CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ **NEGATIVE CERTIFICATION**

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Matthew Krause Telephone: 949-234-9317

Title: Manager, Fiscal Services E-mail: mkrause@capousd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

Attachment 1

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7a	Deferred Maintenance	AB 97 (Chapter 47, Statutes of 2013) eliminated the Deferred Maintenance program under the Local Control Funding Formula. This section has been inactivated.		
7b	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2013-14) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since first interim in self-insurance liabilities?		X
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	• Management/supervisor/confidential? (Section S8C, Line 1b)		X
		For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
S8	Labor Agreement Budget Revisions	• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

2014-15 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	328,211,523.00	334,220,040.00	199,871,911.08	333,714,342.00	(505,698.00)	-0.2%
2) Federal Revenue		8100-8299	246,400.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	8,504,417.00	8,512,252.00	6,624,773.95	11,905,814.00	3,393,562.00	39.9%
4) Other Local Revenue		8600-8799	3,508,046.00	4,387,600.00	4,204,739.49	5,932,701.00	1,545,101.00	35.2%
5) TOTAL, REVENUES			340,470,386.00	347,119,892.00	210,701,424.52	351,552,857.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	162,823,050.00	164,204,915.00	81,473,933.01	164,075,578.00	129,337.00	0.1%
2) Classified Salaries		2000-2999	34,545,444.00	36,289,092.00	16,187,417.88	36,104,611.00	184,481.00	0.5%
3) Employee Benefits		3000-3999	60,634,044.00	60,508,661.00	29,770,001.31	60,474,390.00	34,271.00	0.1%
4) Books and Supplies		4000-4999	8,543,304.00	7,441,413.00	2,956,443.69	9,662,346.00	(2,220,933.00)	-29.8%
5) Services and Other Operating Expenditures		5000-5999	18,334,469.00	21,282,666.00	12,128,958.99	23,922,846.00	(2,640,180.00)	-12.4%
6) Capital Outlay		6000-6999	0.00	269,317.00	139,493.46	4,326,814.00	(4,057,497.00)	-1506.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	3,849,979.00	7,957,279.00	1,396,695.37	7,964,246.00	(6,967.00)	-0.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,489,816.00)	(4,219,851.00)	(181,220.40)	(4,154,802.00)	(65,049.00)	1.5%
9) TOTAL, EXPENDITURES			284,240,474.00	293,733,492.00	143,871,723.31	302,376,029.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			56,229,912.00	53,386,400.00	66,829,701.21	49,176,828.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	460,286.86	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(52,525,751.00)	(50,560,634.00)	(0.01)	(50,464,535.00)	96,099.00	-0.2%
4) TOTAL, OTHER FINANCING SOURCES/USES			(52,525,751.00)	(50,560,634.00)	460,286.85	(50,464,535.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3,704,161.00	2,825,766.00	67,289,988.06	(1,287,707.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,078,054.00	18,808,313.00		18,808,313.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,078,054.00	18,808,313.00		18,808,313.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,078,054.00	18,808,313.00		18,808,313.00		
2) Ending Balance, June 30 (E + F1e)			20,782,215.00	21,634,079.00		17,520,606.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,500,000.00	0.00		100,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	8,931,218.00	10,300,000.00		10,300,000.00		
Unassigned/Unappropriated Amount		9790	10,025,997.00	11,009,079.00		6,795,606.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	72,009,053.00	78,013,282.00	42,837,342.85	57,065,247.00	(20,948,035.00)	-26.9%
Education Protection Account State Aid - Current Year		8012	22,267,134.00	22,267,134.00	10,741,365.00	22,267,134.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(10,359.02)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	1,858,948.00	1,858,948.00	931,608.80	1,835,155.00	(23,793.00)	-1.3%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	235,509,147.00	235,509,147.00	140,390,755.51	255,117,207.00	19,608,060.00	8.3%
Unsecured Roll Taxes		8042	8,532,387.00	8,532,387.00	7,984,678.66	9,263,880.00	731,493.00	8.6%
Prior Years' Taxes		8043	4,677,386.00	4,677,386.00	3,928,615.77	4,097,323.00	(580,063.00)	-12.4%
Supplemental Taxes		8044	4,266,981.00	4,266,981.00	3,086,172.79	3,775,159.00	(491,822.00)	-11.5%
Education Revenue Augmentation Fund (ERAF)		8045	(480,715.00)	(480,715.00)	1,748,035.92	1,410,143.00	1,890,858.00	-393.3%
Community Redevelopment Funds (SB 617/699/1992)		8047	2,586,177.00	2,586,177.00	805,036.80	1,893,781.00	(692,396.00)	-26.8%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			351,226,498.00	357,230,727.00	212,443,253.08	356,725,029.00	(505,698.00)	-0.1%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(2,281,288.00)	(2,281,288.00)	(400,000.00)	(2,281,288.00)	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(20,733,687.00)	(20,729,399.00)	(12,171,342.00)	(20,729,399.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			328,211,523.00	334,220,040.00	199,871,911.08	333,714,342.00	(505,698.00)	-0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB: Title I, Part A, Basic Grants								
Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	246,400.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			246,400.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,789,803.00	1,797,638.00	4,719,557.00	5,044,215.00	3,246,577.00	180.6%
Lottery - Unrestricted and Instructional Materials		8560	6,613,614.00	6,613,614.00	1,905,216.95	6,760,599.00	146,985.00	2.2%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Healthy Start	6240	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	101,000.00	101,000.00	0.00	101,000.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,504,417.00	8,512,252.00	6,624,773.95	11,905,814.00	3,393,562.00	39.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF								
Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	8,500.00	8,500.00	12,702.48	8,500.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,660,346.00	1,920,704.00	1,032,247.66	1,920,704.00	0.00	0.0%
Interest		8660	150,000.00	150,000.00	59,756.39	150,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	485,000.00	485,000.00	447,805.05	485,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,164,700.00	1,783,896.00	2,626,359.91	3,341,197.00	1,557,301.00	87.3%
Tuition		8710	0.00	0.00	14,698.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	39,500.00	39,500.00	11,170.00	27,300.00	(12,200.00)	-30.9%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,508,046.00	4,387,600.00	4,204,739.49	5,932,701.00	1,545,101.00	35.2%
TOTAL, REVENUES			340,470,386.00	347,119,892.00	210,701,424.52	351,552,857.00	4,432,965.00	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	145,746,301.00	146,320,620.00	71,844,321.69	146,044,689.00	275,931.00	0.2%
Certificated Pupil Support Salaries		1200	3,475,475.00	3,624,196.00	1,838,036.83	3,646,968.00	(22,772.00)	-0.6%
Certificated Supervisors' and Administrators' Salaries		1300	12,845,968.00	12,904,314.00	7,129,624.19	12,884,477.00	19,837.00	0.2%
Other Certificated Salaries		1900	755,306.00	1,355,785.00	661,950.30	1,499,444.00	(143,659.00)	-10.6%
TOTAL, CERTIFICATED SALARIES			162,823,050.00	164,204,915.00	81,473,933.01	164,075,578.00	129,337.00	0.1%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	983,384.00	1,375,210.00	552,067.84	1,475,692.00	(100,482.00)	-7.3%
Classified Support Salaries		2200	16,655,263.00	16,942,843.00	7,564,503.59	16,855,411.00	87,432.00	0.5%
Classified Supervisors' and Administrators' Salaries		2300	1,948,015.00	1,922,193.00	1,084,998.43	1,949,133.00	(26,940.00)	-1.4%
Clerical, Technical and Office Salaries		2400	12,300,425.00	12,806,483.00	5,876,896.34	12,677,108.00	129,375.00	1.0%
Other Classified Salaries		2900	2,658,357.00	3,242,363.00	1,108,951.68	3,147,267.00	95,096.00	2.9%
TOTAL, CLASSIFIED SALARIES			34,545,444.00	36,289,092.00	16,187,417.88	36,104,611.00	184,481.00	0.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	15,558,273.00	14,610,022.00	7,246,035.28	14,602,402.00	7,620.00	0.1%
PERS		3201-3202	3,618,517.00	3,761,691.00	1,692,307.27	3,746,141.00	15,550.00	0.4%
OASDI/Medicare/Alternative		3301-3302	4,585,244.00	4,942,330.00	2,234,860.05	4,926,021.00	16,309.00	0.3%
Health and Welfare Benefits		3401-3402	29,298,968.00	29,448,267.00	13,617,878.86	29,460,588.00	(12,321.00)	0.0%
Unemployment Insurance		3501-3502	97,130.00	100,587.00	45,715.54	100,385.00	202.00	0.2%
Workers' Compensation		3601-3602	2,913,590.00	3,017,433.00	1,465,971.53	3,010,809.00	6,624.00	0.2%
OPEB, Allocated		3701-3702	521,230.00	540,095.00	267,622.92	539,673.00	422.00	0.1%
OPEB, Active Employees		3751-3752	1,503,560.00	1,549,784.00	748,549.53	1,549,777.00	7.00	0.0%
Other Employee Benefits		3901-3902	2,537,532.00	2,538,452.00	2,451,060.33	2,538,594.00	(142.00)	0.0%
TOTAL, EMPLOYEE BENEFITS			60,634,044.00	60,508,661.00	29,770,001.31	60,474,390.00	34,271.00	0.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	100,000.00	199,074.00	40,180.20	198,664.00	410.00	0.2%
Books and Other Reference Materials		4200	0.00	12,423.00	12,380.47	13,923.00	(1,500.00)	-12.1%
Materials and Supplies		4300	8,071,067.00	6,460,919.00	2,359,999.10	7,544,115.00	(1,083,196.00)	-16.8%
Noncapitalized Equipment		4400	372,237.00	768,997.00	543,883.92	1,905,644.00	(1,136,647.00)	-147.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,543,304.00	7,441,413.00	2,956,443.69	9,662,346.00	(2,220,933.00)	-29.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	20,000.00	20,000.00	3,197.92	20,000.00	0.00	0.0%
Travel and Conferences		5200	290,860.00	408,683.00	163,470.93	353,843.00	54,840.00	13.4%
Dues and Memberships		5300	35,615.00	40,475.00	55,566.91	91,660.00	(51,185.00)	-126.5%
Insurance		5400-5450	2,555,000.00	2,600,000.00	1,700,000.00	2,600,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,275,000.00	11,375,000.00	6,209,335.46	12,375,000.00	(1,000,000.00)	-8.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,485,179.00	3,578,357.00	1,898,690.62	3,686,147.00	(107,790.00)	-3.0%
Transfers of Direct Costs		5710	(804,395.00)	(542,582.00)	(313,729.42)	(542,632.00)	50.00	0.0%
Transfers of Direct Costs - Interfund		5750	(141,745.00)	(126,745.00)	(59,968.18)	(126,745.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,865,055.00	3,275,244.00	2,280,908.33	4,813,839.00	(1,538,595.00)	-47.0%
Communications		5900	753,900.00	654,234.00	191,486.42	651,734.00	2,500.00	0.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,334,469.00	21,282,666.00	12,128,958.99	23,922,846.00	(2,640,180.00)	-12.4%

2014-15 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	269,317.00	139,493.46	4,326,814.00	(4,057,497.00)	-1506.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	269,317.00	139,493.46	4,326,814.00	(4,057,497.00)	-1506.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	4,107,300.00	0.00	4,109,763.00	(2,463.00)	-0.1%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	3,064,246.00	3,064,246.00	1,292,834.96	3,068,750.00	(4,504.00)	-0.1%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	48,297.00	48,297.00	8,690.43	48,297.00	0.00	0.0%
Other Debt Service - Principal		7439	737,436.00	737,436.00	95,169.98	737,436.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,849,979.00	7,957,279.00	1,396,695.37	7,964,246.00	(6,967.00)	-0.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(3,839,187.00)	(3,583,135.00)	(4,504.74)	(3,518,086.00)	(65,049.00)	1.8%
Transfers of Indirect Costs - Interfund		7350	(650,629.00)	(636,716.00)	(176,715.66)	(636,716.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(4,489,816.00)	(4,219,851.00)	(181,220.40)	(4,154,802.00)	(65,049.00)	1.5%
TOTAL, EXPENDITURES			284,240,474.00	293,733,492.00	143,871,723.31	302,376,029.00	(8,642,537.00)	-2.9%

2014-15 Second Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	460,286.86	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	460,286.86	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(52,525,751.00)	(50,560,634.00)	(0.01)	(50,464,535.00)	96,099.00	-0.2%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(52,525,751.00)	(50,560,634.00)	(0.01)	(50,464,535.00)	96,099.00	-0.2%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(52,525,751.00)	(50,560,634.00)	460,286.85	(50,464,535.00)	96,099.00	-0.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	15,693,070.00	18,012,244.00	2,753,300.48	18,393,457.00	381,213.00	2.1%
3) Other State Revenue		8300-8599	33,008,564.00	33,091,022.00	15,852,543.17	33,530,287.00	439,265.00	1.3%
4) Other Local Revenue		8600-8799	1,891.00	12,891.00	12,890.57	160,891.00	148,000.00	1148.1%
5) TOTAL, REVENUES			48,703,525.00	51,116,157.00	18,618,734.22	52,084,635.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	33,980,487.00	34,444,987.00	17,039,963.97	33,465,010.00	979,977.00	2.8%
2) Classified Salaries		2000-2999	23,504,837.00	22,216,154.00	10,024,251.20	22,374,999.00	(158,845.00)	-0.7%
3) Employee Benefits		3000-3999	18,063,745.00	18,424,865.50	8,025,270.20	18,317,531.00	107,334.50	0.6%
4) Books and Supplies		4000-4999	9,335,423.00	7,425,521.50	2,451,321.91	7,632,183.00	(206,661.50)	-2.8%
5) Services and Other Operating Expenditures		5000-5999	11,643,995.00	12,815,127.00	5,945,350.42	12,915,923.00	(100,796.00)	-0.8%
6) Capital Outlay		6000-6999	2,000,000.00	5,320,874.00	2,898,734.64	6,871,584.00	(1,550,710.00)	-29.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299	5,947,797.00	5,554,923.00	2,068,813.76	5,562,650.00	(7,727.00)	-0.1%
7400-7499								
8) Other Outgo - Transfers of Indirect Costs		7300-7399	3,839,187.00	3,583,135.00	4,504.74	3,518,086.00	65,049.00	1.8%
9) TOTAL, EXPENDITURES			108,315,471.00	109,785,587.00	48,458,210.84	110,657,966.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(59,611,946.00)	(58,669,430.00)	(29,839,476.62)	(58,573,331.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	52,525,751.00	50,560,634.00	0.01	50,464,535.00	(96,099.00)	-0.2%
4) TOTAL, OTHER FINANCING SOURCES/USES			52,525,751.00	50,560,634.00	0.01	50,464,535.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(7,086,195.00)	(8,108,796.00)	(29,839,476.61)	(8,108,796.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	13,330,441.00	14,569,300.00		14,569,300.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,330,441.00	14,569,300.00		14,569,300.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,330,441.00	14,569,300.00		14,569,300.00		
2) Ending Balance, June 30 (E + F1e)			6,244,246.00	6,460,504.00		6,460,504.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	6,244,246.00	6,460,504.00		6,460,504.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	7,524,184.00	7,524,184.00	0.00	7,902,204.00	378,020.00	5.0%
Special Education Discretionary Grants		8182	1,289,451.00	1,278,677.00	0.00	1,278,419.00	(258.00)	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants								
Low-Income and Neglected	3010	8290	3,888,056.00	5,843,943.00	2,078,153.65	5,843,943.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	845,688.00	953,286.00	170,503.71	953,286.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	73,443.00	119,493.00	31,271.44	119,129.00	(364.00)	-0.3%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	538,373.00	692,075.00	192,774.48	652,559.00	(39,516.00)	-5.7%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3011-3020, 3026-3205, 4036-4126, 5510	8290	0.00	66,711.00	66,711.08	66,711.00	0.00	0.0%
Other No Child Left Behind		8290	0.00	66,711.00	66,711.08	66,711.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	245,541.00	245,541.00	0.00	288,872.00	43,331.00	17.6%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,288,334.00	1,288,334.00	213,886.12	1,288,334.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			15,693,070.00	18,012,244.00	2,753,300.48	18,393,457.00	381,213.00	2.1%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,099,071.00	25,099,071.00	13,667,229.40	25,150,244.00	51,173.00	0.2%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	207,091.00	207,091.00	119,356.05	207,091.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	1,574,670.00	1,574,670.00	182,633.62	1,956,788.00	382,118.00	24.3%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	562,500.00	562,500.00	365,625.00	562,500.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	2,097,901.00	2,097,901.00	0.00	2,097,901.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence								
Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards								
Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,467,331.00	3,549,789.00	1,517,699.10	3,555,763.00	5,974.00	0.2%
TOTAL, OTHER STATE REVENUE			33,008,564.00	33,091,022.00	15,852,543.17	33,530,287.00	439,265.00	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	148,000.00	148,000.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,891.00	12,891.00	12,890.57	12,891.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,891.00	12,891.00	12,890.57	160,891.00	148,000.00	1148.1%
TOTAL, REVENUES			48,703,525.00	51,116,157.00	18,618,734.22	52,084,635.00	968,478.00	1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	25,203,443.00	25,348,865.00	12,338,172.00	24,464,330.00	884,535.00	3.5%
Certificated Pupil Support Salaries		1200	4,849,438.00	4,701,692.00	2,436,948.58	4,715,344.00	(13,652.00)	-0.3%
Certificated Supervisors' and Administrators' Salaries		1300	2,061,792.00	2,358,634.00	1,354,365.70	2,285,294.00	73,340.00	3.1%
Other Certificated Salaries		1900	1,865,814.00	2,035,796.00	910,477.69	2,000,042.00	35,754.00	1.8%
TOTAL, CERTIFICATED SALARIES			33,980,487.00	34,444,987.00	17,039,963.97	33,465,010.00	979,977.00	2.8%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,288,344.00	12,371,735.00	5,222,959.76	12,505,249.00	(133,514.00)	-1.1%
Classified Support Salaries		2200	7,677,058.00	7,354,727.00	3,536,957.36	7,390,568.00	(35,841.00)	-0.5%
Classified Supervisors' and Administrators' Salaries		2300	781,653.00	757,420.00	436,516.38	782,628.00	(25,208.00)	-3.3%
Clerical, Technical and Office Salaries		2400	985,131.00	973,665.00	471,473.61	944,064.00	29,601.00	3.0%
Other Classified Salaries		2900	772,651.00	758,607.00	356,344.09	752,490.00	6,117.00	0.8%
TOTAL, CLASSIFIED SALARIES			23,504,837.00	22,216,154.00	10,024,251.20	22,374,999.00	(158,845.00)	-0.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,685,344.00	2,929,544.20	1,517,503.45	2,969,770.00	(40,225.80)	-1.4%
PERS		3201-3202	2,113,434.00	2,289,085.00	985,345.69	2,303,996.00	(14,911.00)	-0.7%
OASDI/Medicare/Alternative		3301-3302	2,240,950.00	2,139,460.50	894,545.72	2,020,102.00	119,358.50	5.6%
Health and Welfare Benefits		3401-3402	9,481,773.00	9,555,892.00	3,921,506.15	9,499,153.00	56,739.00	0.6%
Unemployment Insurance		3501-3502	28,740.00	28,046.50	13,554.15	28,358.00	(311.50)	-1.1%
Workers' Compensation		3601-3602	862,032.00	841,507.00	406,375.75	850,641.00	(9,134.00)	-1.1%
OPEB, Allocated		3701-3702	153,989.00	150,419.30	74,953.91	152,048.00	(1,628.70)	-1.1%
OPEB, Active Employees		3751-3752	445,545.00	439,676.00	199,495.39	442,376.00	(2,700.00)	-0.6%
Other Employee Benefits		3901-3902	51,938.00	51,235.00	11,989.99	51,087.00	148.00	0.3%
TOTAL, EMPLOYEE BENEFITS			18,063,745.00	18,424,865.50	8,025,270.20	18,317,531.00	107,334.50	0.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,711,517.00	2,885,887.00	1,108,637.75	3,260,278.00	(374,391.00)	-13.0%
Books and Other Reference Materials		4200	0.00	9,000.00	6,588.68	9,300.00	(300.00)	-3.3%
Materials and Supplies		4300	2,919,195.00	4,134,813.50	1,116,645.52	3,911,703.00	223,110.50	5.4%
Noncapitalized Equipment		4400	3,704,711.00	395,821.00	219,449.96	450,902.00	(55,081.00)	-13.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			9,335,423.00	7,425,521.50	2,451,321.91	7,632,183.00	(206,661.50)	-2.8%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	2,571,904.00	3,047,880.00	465,913.54	3,051,289.00	(3,409.00)	-0.1%
Travel and Conferences		5200	364,809.00	439,238.00	144,371.00	414,688.00	24,550.00	5.6%
Dues and Memberships		5300	2,100.00	4,900.00	5,300.00	4,900.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,891,893.00	2,945,736.00	2,655,653.60	2,950,736.00	(5,000.00)	-0.2%
Transfers of Direct Costs		5710	804,395.00	542,582.00	313,729.42	542,632.00	(50.00)	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,005,894.00	5,831,791.00	2,359,572.99	5,948,678.00	(116,887.00)	-2.0%
Communications		5900	3,000.00	3,000.00	809.87	3,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			11,643,995.00	12,815,127.00	5,945,350.42	12,915,923.00	(100,796.00)	-0.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	3,320,874.00	2,898,734.64	4,871,584.00	(1,550,710.00)	-46.7%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,000,000.00	5,320,874.00	2,898,734.64	6,871,584.00	(1,550,710.00)	-29.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,948.00	20,948.00	0.00	20,948.00	0.00	0.0%
Payments to County Offices		7142	5,584,874.00	5,192,000.00	2,065,218.92	5,192,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	30,990.00	30,990.00	3,594.84	38,717.00	(7,727.00)	-24.9%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,947,797.00	5,554,923.00	2,068,813.76	5,562,650.00	(7,727.00)	-0.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	3,839,187.00	3,583,135.00	4,504.74	3,518,086.00	65,049.00	1.8%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			3,839,187.00	3,583,135.00	4,504.74	3,518,086.00	65,049.00	1.8%
TOTAL, EXPENDITURES			108,315,471.00	109,785,587.00	48,458,210.84	110,657,966.00	(872,379.00)	-0.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	52,525,751.00	50,560,634.00	0.01	50,464,535.00	(96,099.00)	-0.2%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			52,525,751.00	50,560,634.00	0.01	50,464,535.00	(96,099.00)	-0.2%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			52,525,751.00	50,560,634.00	0.01	50,464,535.00	96,099.00	-0.2%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	328,211,523.00	334,220,040.00	199,871,911.08	333,714,342.00	(505,698.00)	-0.2%
2) Federal Revenue		8100-8299	15,939,470.00	18,012,244.00	2,753,300.48	18,393,457.00	381,213.00	2.1%
3) Other State Revenue		8300-8599	41,512,981.00	41,603,274.00	22,477,317.12	45,436,101.00	3,832,827.00	9.2%
4) Other Local Revenue		8600-8799	3,509,937.00	4,400,491.00	4,217,630.06	6,093,592.00	1,693,101.00	38.5%
5) TOTAL, REVENUES			389,173,911.00	398,236,049.00	229,320,158.74	403,637,492.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	196,803,537.00	198,649,902.00	98,513,896.98	197,540,588.00	1,109,314.00	0.6%
2) Classified Salaries		2000-2999	58,050,281.00	58,505,246.00	26,211,669.08	58,479,610.00	25,636.00	0.0%
3) Employee Benefits		3000-3999	78,697,789.00	78,933,526.50	37,795,271.51	78,791,921.00	141,605.50	0.2%
4) Books and Supplies		4000-4999	17,878,727.00	14,866,934.50	5,407,765.60	17,294,529.00	(2,427,594.50)	-16.3%
5) Services and Other Operating Expenditures		5000-5999	29,978,464.00	34,097,793.00	18,074,309.41	36,838,769.00	(2,740,976.00)	-8.0%
6) Capital Outlay		6000-6999	2,000,000.00	5,590,191.00	3,038,228.10	11,198,398.00	(5,608,207.00)	-100.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	9,797,776.00	13,512,202.00	3,465,509.13	13,526,896.00	(14,694.00)	-0.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(650,629.00)	(636,716.00)	(176,715.66)	(636,716.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			392,555,945.00	403,519,079.00	192,329,934.15	413,033,995.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(3,382,034.00)	(5,283,030.00)	36,990,224.59	(9,396,503.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	460,286.86	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	460,286.86	0.00		

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,382,034.00)	(5,283,030.00)	37,450,511.45	(9,396,503.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	30,408,495.00	33,377,613.00		33,377,613.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			30,408,495.00	33,377,613.00		33,377,613.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			30,408,495.00	33,377,613.00		33,377,613.00		
2) Ending Balance, June 30 (E + F1e)			27,026,461.00	28,094,583.00		23,981,110.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	6,244,246.00	6,460,504.00		6,460,504.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,500,000.00	0.00		100,000.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	8,931,218.00	10,300,000.00		10,300,000.00		
Unassigned/Unappropriated Amount		9790	10,025,997.00	11,009,079.00		6,795,606.00		

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	72,009,053.00	78,013,282.00	42,837,342.85	57,065,247.00	(20,948,035.00)	-26.9%
Education Protection Account State Aid - Current Year		8012	22,267,134.00	22,267,134.00	10,741,365.00	22,267,134.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	(10,359.02)	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	1,858,948.00	1,858,948.00	931,608.80	1,835,155.00	(23,793.00)	-1.3%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	235,509,147.00	235,509,147.00	140,390,755.51	255,117,207.00	19,608,060.00	8.3%
Unsecured Roll Taxes		8042	8,532,387.00	8,532,387.00	7,984,678.66	9,263,880.00	731,493.00	8.6%
Prior Years' Taxes		8043	4,677,386.00	4,677,386.00	3,928,615.77	4,097,323.00	(580,063.00)	-12.4%
Supplemental Taxes		8044	4,266,981.00	4,266,981.00	3,086,172.79	3,775,159.00	(491,822.00)	-11.5%
Education Revenue Augmentation Fund (ERAF)		8045	(480,715.00)	(480,715.00)	1,748,035.92	1,410,143.00	1,890,858.00	-393.3%
Community Redevelopment Funds (SB 617/699/1992)		8047	2,586,177.00	2,586,177.00	805,036.80	1,893,781.00	(692,396.00)	-26.8%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			351,226,498.00	357,230,727.00	212,443,253.08	356,725,029.00	(505,698.00)	-0.1%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(2,281,288.00)	(2,281,288.00)	(400,000.00)	(2,281,288.00)	0.00	0.0%
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(20,733,687.00)	(20,729,399.00)	(12,171,342.00)	(20,729,399.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			328,211,523.00	334,220,040.00	199,871,911.08	333,714,342.00	(505,698.00)	-0.2%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	7,524,184.00	7,524,184.00	0.00	7,902,204.00	378,020.00	5.0%
Special Education Discretionary Grants		8182	1,289,451.00	1,278,677.00	0.00	1,278,419.00	(258.00)	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants								
Low-Income and Neglected	3010	8290	3,888,056.00	5,843,943.00	2,078,153.65	5,843,943.00	0.00	0.0%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	845,688.00	953,286.00	170,503.71	953,286.00	0.00	0.0%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	73,443.00	119,493.00	31,271.44	119,129.00	(364.00)	-0.3%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	538,373.00	692,075.00	192,774.48	652,559.00	(39,516.00)	-5.7%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3011-3020, 3026-3205, 4036-4126, 5510	8290	0.00	66,711.00	66,711.08	66,711.00	0.00	0.0%
Other No Child Left Behind		8290	0.00	66,711.00	66,711.08	66,711.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	245,541.00	245,541.00	0.00	288,872.00	43,331.00	17.6%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,534,734.00	1,288,334.00	213,886.12	1,288,334.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			15,939,470.00	18,012,244.00	2,753,300.48	18,393,457.00	381,213.00	2.1%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,099,071.00	25,099,071.00	13,667,229.40	25,150,244.00	51,173.00	0.2%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	207,091.00	207,091.00	119,356.05	207,091.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,789,803.00	1,797,638.00	4,719,557.00	5,044,215.00	3,246,577.00	180.6%
Lottery - Unrestricted and Instructional Materi		8560	8,188,284.00	8,188,284.00	2,087,850.57	8,717,387.00	529,103.00	6.5%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	562,500.00	562,500.00	365,625.00	562,500.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	2,097,901.00	2,097,901.00	0.00	2,097,901.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	3,568,331.00	3,650,789.00	1,517,699.10	3,656,763.00	5,974.00	0.2%
TOTAL, OTHER STATE REVENUE			41,512,981.00	41,603,274.00	22,477,317.12	45,436,101.00	3,832,827.00	9.2%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	8,500.00	8,500.00	12,702.48	8,500.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,660,346.00	1,920,704.00	1,032,247.66	1,920,704.00	0.00	0.0%
Interest		8660	150,000.00	150,000.00	59,756.39	150,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	485,000.00	485,000.00	447,805.05	485,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	148,000.00	148,000.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,166,591.00	1,796,787.00	2,639,250.48	3,354,088.00	1,557,301.00	86.7%
Tuition		8710	0.00	0.00	14,698.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	39,500.00	39,500.00	11,170.00	27,300.00	(12,200.00)	-30.9%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,509,937.00	4,400,491.00	4,217,630.06	6,093,592.00	1,693,101.00	38.5%
TOTAL, REVENUES			389,173,911.00	398,236,049.00	229,320,158.74	403,637,492.00	5,401,443.00	1.4%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	170,949,744.00	171,669,485.00	84,182,493.69	170,509,019.00	1,160,466.00	0.7%
Certificated Pupil Support Salaries		1200	8,324,913.00	8,325,888.00	4,274,985.41	8,362,312.00	(36,424.00)	-0.4%
Certificated Supervisors' and Administrators' Salaries		1300	14,907,760.00	15,262,948.00	8,483,989.89	15,169,771.00	93,177.00	0.6%
Other Certificated Salaries		1900	2,621,120.00	3,391,581.00	1,572,427.99	3,499,486.00	(107,905.00)	-3.2%
TOTAL, CERTIFICATED SALARIES			196,803,537.00	198,649,902.00	98,513,896.98	197,540,588.00	1,109,314.00	0.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	14,271,728.00	13,746,945.00	5,775,027.60	13,980,941.00	(233,996.00)	-1.7%
Classified Support Salaries		2200	24,332,321.00	24,297,570.00	11,101,460.95	24,245,979.00	51,591.00	0.2%
Classified Supervisors' and Administrators' Salaries		2300	2,729,668.00	2,679,613.00	1,521,514.81	2,731,761.00	(52,148.00)	-1.9%
Clerical, Technical and Office Salaries		2400	13,285,556.00	13,780,148.00	6,348,369.95	13,621,172.00	158,976.00	1.2%
Other Classified Salaries		2900	3,431,008.00	4,000,970.00	1,465,295.77	3,899,757.00	101,213.00	2.5%
TOTAL, CLASSIFIED SALARIES			58,050,281.00	58,505,246.00	26,211,669.08	58,479,610.00	25,636.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	18,243,617.00	17,539,566.20	8,763,538.73	17,572,172.00	(32,605.80)	-0.2%
PERS		3201-3202	5,731,951.00	6,050,776.00	2,677,652.96	6,050,137.00	639.00	0.0%
OASDI/Medicare/Alternative		3301-3302	6,826,194.00	7,081,790.50	3,129,405.77	6,946,123.00	135,667.50	1.9%
Health and Welfare Benefits		3401-3402	38,780,741.00	39,004,159.00	17,539,385.01	38,959,741.00	44,418.00	0.1%
Unemployment Insurance		3501-3502	125,870.00	128,633.50	59,269.69	128,743.00	(109.50)	-0.1%
Workers' Compensation		3601-3602	3,775,622.00	3,858,940.00	1,872,347.28	3,861,450.00	(2,510.00)	-0.1%
OPEB, Allocated		3701-3702	675,219.00	690,514.30	342,576.83	691,721.00	(1,206.70)	-0.2%
OPEB, Active Employees		3751-3752	1,949,105.00	1,989,460.00	948,044.92	1,992,153.00	(2,693.00)	-0.1%
Other Employee Benefits		3901-3902	2,589,470.00	2,589,687.00	2,463,050.32	2,589,681.00	6.00	0.0%
TOTAL, EMPLOYEE BENEFITS			78,697,789.00	78,933,526.50	37,795,271.51	78,791,921.00	141,605.50	0.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,811,517.00	3,084,961.00	1,148,817.95	3,458,942.00	(373,981.00)	-12.1%
Books and Other Reference Materials		4200	0.00	21,423.00	18,969.15	23,223.00	(1,800.00)	-8.4%
Materials and Supplies		4300	10,990,262.00	10,595,732.50	3,476,644.62	11,455,818.00	(860,085.50)	-8.1%
Noncapitalized Equipment		4400	4,076,948.00	1,164,818.00	763,333.88	2,356,546.00	(1,191,728.00)	-102.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			17,878,727.00	14,866,934.50	5,407,765.60	17,294,529.00	(2,427,594.50)	-16.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	2,591,904.00	3,067,880.00	469,111.46	3,071,289.00	(3,409.00)	-0.1%
Travel and Conferences		5200	655,669.00	847,921.00	307,841.93	768,531.00	79,390.00	9.4%
Dues and Memberships		5300	37,715.00	45,375.00	60,866.91	96,560.00	(51,185.00)	-112.8%
Insurance		5400-5450	2,555,000.00	2,600,000.00	1,700,000.00	2,600,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,275,000.00	11,375,000.00	6,209,335.46	12,375,000.00	(1,000,000.00)	-8.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,377,072.00	6,524,093.00	4,554,344.22	6,636,883.00	(112,790.00)	-1.7%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(141,745.00)	(126,745.00)	(59,968.18)	(126,745.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,870,949.00	9,107,035.00	4,640,481.32	10,762,517.00	(1,655,482.00)	-18.2%
Communications		5900	756,900.00	657,234.00	192,296.29	654,734.00	2,500.00	0.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			29,978,464.00	34,097,793.00	18,074,309.41	36,838,769.00	(2,740,976.00)	-8.0%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	3,590,191.00	3,038,228.10	9,198,398.00	(5,608,207.00)	-156.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,000,000.00	5,590,191.00	3,038,228.10	11,198,398.00	(5,608,207.00)	-100.3%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,948.00	20,948.00	0.00	20,948.00	0.00	0.0%
Payments to County Offices		7142	5,584,874.00	9,299,300.00	2,065,218.92	9,301,763.00	(2,463.00)	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	0.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	3,095,236.00	3,095,236.00	1,296,429.80	3,107,467.00	(12,231.00)	-0.4%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	48,297.00	48,297.00	8,690.43	48,297.00	0.00	0.0%
Other Debt Service - Principal		7439	737,436.00	737,436.00	95,169.98	737,436.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			9,797,776.00	13,512,202.00	3,465,509.13	13,526,896.00	(14,694.00)	-0.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(650,629.00)	(636,716.00)	(176,715.66)	(636,716.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(650,629.00)	(636,716.00)	(176,715.66)	(636,716.00)	0.00	0.0%
TOTAL, EXPENDITURES			392,555,945.00	403,519,079.00	192,329,934.15	413,033,995.00	(9,514,916.00)	-2.4%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

30 66464 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	460,286.86	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	460,286.86	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	460,286.86	0.00	0.00	0.0%

Resource	Description	2014-15
		Projected Year Totals
5640	Medi-Cal Billing Option	216,258.00
6230	California Clean Energy Jobs Act	2,195,802.00
6512	Special Ed: Mental Health Services	4,048,444.00
Total, Restricted Balance		6,460,504.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	781,288.00	781,288.00	400,000.00	781,288.00	0.00	0.0%
2) Federal Revenue		8100-8299	376,396.00	436,175.00	0.00	436,175.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	197,000.00	217,000.00	63,112.59	217,000.00	0.00	0.0%
5) TOTAL, REVENUES			1,354,684.00	1,434,463.00	463,112.59	1,434,463.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	922,775.00	902,226.00	394,152.68	902,226.00	0.00	0.0%
2) Classified Salaries		2000-2999	250,089.00	237,113.00	100,061.01	238,382.00	(1,269.00)	-0.5%
3) Employee Benefits		3000-3999	208,587.00	210,451.00	82,422.77	205,544.00	4,907.00	2.3%
4) Books and Supplies		4000-4999	43,400.00	32,525.00	19,374.02	31,991.00	534.00	1.6%
5) Services and Other Operating Expenditures		5000-5999	188,755.00	180,070.00	39,481.19	184,242.00	(4,172.00)	-2.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,613,606.00	1,562,385.00	635,491.65	1,562,385.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			(258,922.00)	(127,922.00)	(172,379.06)	(127,922.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND								
BALANCE (C + D4)			(258,922.00)	(127,922.00)	(172,379.08)	(127,922.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	434,842.00	358,440.00		358,440.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			434,842.00	358,440.00		358,440.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			434,842.00	358,440.00		358,440.00		
2) Ending Balance, June 30 (E + F1e)			175,920.00	230,518.00		230,518.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	175,920.00	230,518.00		230,518.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	781,288.00	781,288.00	400,000.00	781,288.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			781,288.00	781,288.00	400,000.00	781,288.00	0.00	0.0%
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
No Child Left Behind	3105, 3200, 4045	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	376,396.00	436,175.00	0.00	436,175.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			376,396.00	436,175.00	0.00	436,175.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	430.06	2,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	145,000.00	145,000.00	59,736.59	145,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	50,000.00	70,000.00	2,945.94	70,000.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			197,000.00	217,000.00	63,112.59	217,000.00	0.00	0.0%
TOTAL, REVENUES			1,354,684.00	1,434,463.00	463,112.59	1,434,463.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	630,594.00	704,476.00	282,491.12	704,476.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	292,181.00	182,750.00	104,385.14	182,750.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	15,000.00	7,276.40	15,000.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			922,775.00	902,226.00	394,152.66	902,226.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	51,614.00	51,615.00	14,860.09	51,410.00	205.00	0.4%
Classified Support Salaries		2200	48,496.00	48,496.00	20,973.97	48,496.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	135,917.00	122,940.00	56,505.80	124,414.00	(1,474.00)	-1.2%
Other Classified Salaries		2900	14,062.00	14,062.00	7,721.15	14,062.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			250,089.00	237,113.00	100,061.01	238,382.00	(1,269.00)	-0.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	75,346.00	80,565.00	31,137.85	80,608.00	(43.00)	-0.1%
PERS		3201-3202	17,870.00	18,042.00	9,218.08	17,870.00	172.00	1.0%
OASDI/Medicare/Alternative		3301-3302	25,843.00	29,651.00	12,848.35	26,994.00	2,657.00	9.0%
Health and Welfare Benefits		3401-3402	66,258.00	55,147.00	18,236.51	55,258.00	(111.00)	-0.2%
Unemployment Insurance		3501-3502	521.00	567.00	247.18	566.00	1.00	0.2%
Workers' Compensation		3601-3602	15,658.00	16,975.00	7,413.28	17,002.00	(27.00)	-0.2%
OPEB, Allocated		3701-3702	2,819.00	3,056.00	1,540.87	3,062.00	(6.00)	-0.2%
OPEB, Active Employees		3751-3752	3,471.00	5,674.00	1,681.96	3,381.00	2,293.00	40.4%
Other Employee Benefits		3901-3902	801.00	774.00	98.69	803.00	(29.00)	-3.7%
TOTAL, EMPLOYEE BENEFITS			208,587.00	210,451.00	82,422.77	205,544.00	4,907.00	2.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	1,634.58	0.00	0.00	0.0%
Materials and Supplies		4300	43,400.00	32,525.00	17,739.44	31,991.00	534.00	1.6%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			43,400.00	32,525.00	19,374.02	31,991.00	534.00	1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	6,900.00	6,900.00	2,016.99	7,380.00	(480.00)	-7.0%
Dues and Memberships		5300	0.00	0.00	610.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,000.00	400.00	0.00	400.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,000.00	2,000.00	3,201.29	2,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	176,855.00	170,770.00	33,652.91	174,462.00	(3,692.00)	-2.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			188,755.00	180,070.00	39,481.19	184,242.00	(4,172.00)	-2.3%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENDITURES			1,613,606.00	1,562,385.00	635,491.65	1,562,385.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	79,365.00	79,365.00	0.00	83,333.00	3,968.00	5.0%
3) Other State Revenue		8300-8599	1,872,474.00	2,131,327.00	785,769.00	2,237,893.00	106,566.00	5.0%
4) Other Local Revenue		8600-8799	2,588,748.00	2,119,866.00	1,062,947.43	2,122,936.00	3,070.00	0.1%
5) TOTAL REVENUES			4,540,587.00	4,330,558.00	1,848,716.43	4,444,162.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,753,641.00	1,705,326.39	767,012.20	1,662,620.09	42,706.30	2.5%
2) Classified Salaries		2000-2999	1,353,384.00	1,366,949.47	528,983.50	1,356,838.15	10,111.32	0.7%
3) Employee Benefits		3000-3999	1,068,210.00	921,509.26	448,916.31	899,079.53	22,429.73	2.4%
4) Books and Supplies		4000-4999	61,000.00	46,333.88	23,807.27	235,185.23	(188,851.35)	-407.6%
5) Services and Other Operating Expenditures		5000-5999	139,800.00	124,800.00	92,375.92	124,800.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	209,552.00	195,639.00	0.00	195,639.00	0.00	0.0%
9) TOTAL EXPENDITURES			4,585,587.00	4,360,558.00	1,861,095.20	4,474,162.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(45,000.00)	(30,000.00)	(12,378.77)	(30,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(45,000.00)	(30,000.00)	(12,378.77)	(30,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	278,767.00	30,351.00		30,351.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			278,767.00	30,351.00		30,351.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			278,767.00	30,351.00		30,351.00		
2) Ending Balance, June 30 (E + F1e)			233,767.00	351.00		351.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	233,767.00	351.00		351.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	79,365.00	79,365.00	0.00	83,333.00	3,968.00	5.0%
TOTAL, FEDERAL REVENUE			79,365.00	79,365.00	0.00	83,333.00	3,968.00	5.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,872,474.00	2,131,327.00	785,769.00	2,237,893.00	106,566.00	5.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,872,474.00	2,131,327.00	785,769.00	2,237,893.00	106,566.00	5.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	483.39	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	2,141,648.00	1,510,766.00	1,008,728.44	1,510,766.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	447,100.00	609,100.00	53,735.60	612,170.00	3,070.00	0.5%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,588,748.00	2,119,866.00	1,062,947.43	2,122,936.00	3,070.00	0.1%
TOTAL, REVENUES			4,540,587.00	4,330,558.00	1,848,716.43	4,444,162.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,464,282.00	1,381,495.25	596,851.96	1,338,548.95	42,946.30	3.1%
Certificated Pupil Support Salaries		1200	156,385.00	186,384.00	93,192.00	186,384.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	132,974.00	137,447.14	76,968.24	137,687.14	(240.00)	-0.2%
TOTAL, CERTIFICATED SALARIES			1,753,641.00	1,705,326.39	767,012.20	1,662,620.09	42,706.30	2.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	727,429.00	858,378.65	272,050.32	860,664.12	(2,285.47)	-0.3%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	250,496.00	252,906.00	129,090.88	248,945.00	3,961.00	1.6%
Clerical, Technical and Office Salaries		2400	315,688.00	212,856.15	107,972.66	204,420.36	8,435.79	4.0%
Other Classified Salaries		2900	59,771.00	42,808.67	19,869.64	42,808.67	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,353,384.00	1,366,949.47	528,983.50	1,356,838.15	10,111.32	0.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	159,788.00	146,434.84	56,002.37	142,642.51	3,792.33	2.6%
PERS		3201-3202	119,567.00	79,883.46	59,554.39	78,424.21	1,459.25	1.8%
OASDI/Medicare/Alternative		3301-3302	137,567.00	99,275.92	50,706.91	97,771.17	1,504.75	1.5%
Health and Welfare Benefits		3401-3402	537,727.00	512,261.35	248,631.94	498,106.51	14,154.84	2.8%
Unemployment Insurance		3501-3502	2,059.00	1,533.79	648.44	1,507.40	26.39	1.7%
Workers' Compensation		3601-3602	61,790.00	46,010.62	19,439.85	45,218.36	792.26	1.7%
OPEB, Allocated		3701-3702	11,124.00	8,281.95	4,026.51	8,139.31	142.64	1.7%
OPEB, Active Employees		3751-3752	31,411.00	22,993.35	10,580.55	22,568.90	424.45	1.8%
Other Employee Benefits		3901-3902	7,177.00	4,833.98	1,325.35	4,701.16	132.82	2.7%
TOTAL, EMPLOYEE BENEFITS			1,068,210.00	921,509.26	448,916.31	899,079.53	22,429.73	2.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	61,000.00	46,333.88	11,127.27	235,185.23	(188,851.35)	-407.6%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	12,680.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			61,000.00	46,333.88	23,807.27	235,185.23	(188,851.35)	-407.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	4,800.00	4,672.18	4,800.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	4,270.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	135,000.00	120,000.00	52,078.74	120,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	31,355.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			139,800.00	124,800.00	92,375.92	124,800.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	209,552.00	195,639.00	0.00	195,639.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			209,552.00	195,639.00	0.00	195,639.00	0.00	0.0%
TOTAL, EXPENDITURES			4,585,587.00	4,360,558.00	1,861,095.20	4,474,162.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
9010	Other Restricted Local	351.00
Total, Restricted Balance		351.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,718,063.00	4,718,063.00	2,321,854.45	4,718,063.00	0.00	0.0%
3) Other State Revenue		8300-8599	367,270.00	367,270.00	177,975.48	367,270.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,719,249.00	4,719,249.00	1,673,462.43	4,719,249.00	0.00	0.0%
5) TOTAL, REVENUES			9,804,582.00	9,804,582.00	4,173,292.36	9,804,582.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,698,161.00	3,698,161.00	1,836,691.28	3,698,161.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,266,168.00	1,266,168.00	610,549.28	1,266,168.00	0.00	0.0%
4) Books and Supplies		4000-4999	4,162,553.00	4,162,553.00	2,455,903.57	4,162,553.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	267,940.00	267,940.00	198,583.61	267,940.00	0.00	0.0%
6) Capital Outlay		6000-6999	400,000.00	400,000.00	178,998.17	400,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	441,077.00	441,077.00	176,715.66	441,077.00	0.00	0.0%
9) TOTAL, EXPENDITURES			10,235,899.00	10,235,899.00	5,457,441.57	10,235,899.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(431,317.00)	(431,317.00)	(1,284,149.21)	(431,317.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(431,317.00)	(431,317.00)	(1,284,149.21)	(431,317.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,198,782.00	4,444,054.00		4,444,054.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,198,782.00	4,444,054.00		4,444,054.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,198,782.00	4,444,054.00		4,444,054.00		
2) Ending Balance, June 30 (E + F1e)			3,767,465.00	4,012,737.00		4,012,737.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	3,767,465.00	4,012,737.00		4,012,737.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	4,718,063.00	4,718,063.00	2,321,854.45	4,718,063.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,718,063.00	4,718,063.00	2,321,854.45	4,718,063.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	367,270.00	367,270.00	177,975.48	367,270.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			367,270.00	367,270.00	177,975.48	367,270.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	4,711,437.00	4,711,437.00	1,651,812.36	4,711,437.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,412.00	2,412.00	1,083.57	2,412.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	5,400.00	5,400.00	20,566.50	5,400.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,719,249.00	4,719,249.00	1,673,462.43	4,719,249.00	0.00	0.0%
TOTAL, REVENUES			9,804,582.00	9,804,582.00	4,173,292.36	9,804,582.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,055,649.00	3,055,649.00	1,480,909.35	3,055,649.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	339,903.00	339,903.00	195,492.60	339,903.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	302,609.00	302,609.00	160,289.33	302,609.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,698,161.00	3,698,161.00	1,836,691.28	3,698,161.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	269,966.00	269,966.00	138,200.58	269,966.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	221,888.00	221,888.00	103,598.43	221,888.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	677,356.00	677,356.00	320,530.29	677,356.00	0.00	0.0%
Unemployment Insurance		3501-3502	1,849.00	1,849.00	852.42	1,849.00	0.00	0.0%
Workers' Compensation		3601-3602	55,472.00	55,472.00	25,581.72	55,472.00	0.00	0.0%
OPEB, Allocated		3701-3702	9,985.00	9,985.00	5,125.60	9,985.00	0.00	0.0%
OPEB, Active Employees		3751-3752	25,148.00	25,148.00	14,322.26	25,148.00	0.00	0.0%
Other Employee Benefits		3901-3902	4,504.00	4,504.00	2,338.00	4,504.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,266,168.00	1,266,168.00	610,549.28	1,266,168.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	68,222.00	68,222.00	50,382.55	68,222.00	0.00	0.0%
Noncapitalized Equipment		4400	147,503.00	147,503.00	175,345.64	147,503.00	0.00	0.0%
Food		4700	3,946,828.00	3,946,828.00	2,230,175.38	3,946,828.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,162,553.00	4,162,553.00	2,455,903.57	4,162,553.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,046.00	2,046.00	1,974.33	2,046.00	0.00	0.0%
Dues and Memberships		5300	210.00	210.00	55.00	210.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	147,464.00	147,464.00	139,509.83	147,464.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,745.00	2,745.00	3,464.94	2,745.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	110,689.00	110,689.00	52,187.38	110,689.00	0.00	0.0%
Communications		5900	4,786.00	4,786.00	1,392.13	4,786.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			267,940.00	267,940.00	198,583.61	267,940.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	400,000.00	400,000.00	178,998.17	400,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			400,000.00	400,000.00	178,998.17	400,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	441,077.00	441,077.00	176,715.66	441,077.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			441,077.00	441,077.00	176,715.66	441,077.00	0.00	0.0%
TOTAL, EXPENDITURES			10,235,899.00	10,235,899.00	5,457,441.57	10,235,899.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School	4,012,737.00
Total, Restricted Balance		<u>4,012,737.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	4,816.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			1,500,000.00	1,500,000.00	4,816.00	1,500,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	55,000.00	55,000.00	0.00	55,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,580,000.00	2,580,000.00	143,529.80	1,580,000.00	1,000,000.00	38.8%
6) Capital Outlay		6000-6999	0.00	0.00	196,840.92	1,000,000.00	(1,000,000.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,635,000.00	2,635,000.00	340,370.72	2,635,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,135,000.00)	(1,135,000.00)	(335,554.72)	(1,135,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,135,000.00)	(1,135,000.00)	(335,554.72)	(1,135,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,391,494.00	3,031,276.00		3,031,276.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,391,494.00	3,031,276.00		3,031,276.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,391,494.00	3,031,276.00		3,031,276.00		
2) Ending Balance, June 30 (E + F1e)			1,256,494.00	1,896,276.00		1,896,276.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,256,494.00	1,896,276.00		1,896,276.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	4,816.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	4,816.00	0.00	0.00	0.0%
TOTAL, REVENUES			1,500,000.00	1,500,000.00	4,816.00	1,500,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	55,000.00	55,000.00	0.00	55,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			55,000.00	55,000.00	0.00	55,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,580,000.00	2,580,000.00	143,529.80	1,580,000.00	1,000,000.00	38.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,580,000.00	2,580,000.00	143,529.80	1,580,000.00	1,000,000.00	38.8%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	191,536.82	900,000.00	(900,000.00)	New
Equipment		6400	0.00	0.00	5,304.10	100,000.00	(100,000.00)	New
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	196,840.92	1,000,000.00	(1,000,000.00)	New
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			2,635,000.00	2,635,000.00	340,370.72	2,635,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200.00	200.00	131.75	200.00	0.00	0.0%
5) TOTAL, REVENUES			200.00	200.00	131.75	200.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			200.00	200.00	131.75	200.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			200.00	200.00	131.75	200.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	78,522.00	78,554.00		78,554.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			78,522.00	78,554.00		78,554.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			78,522.00	78,554.00		78,554.00		
2) Ending Balance, June 30 (E + F1e)			78,722.00	78,754.00		78,754.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	78,722.00	78,754.00		78,754.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	200.00	200.00	131.75	200.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			200.00	200.00	131.75	200.00	0.00	0.0%
TOTAL, REVENUES			200.00	200.00	131.75	200.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
Total, Restricted Balance		0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9,000.00	9,000.00	6,702.56	9,000.00	0.00	0.0%
5) TOTAL REVENUES			9,000.00	9,000.00	6,702.56	9,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	50,000.00	50,000.00	(19,583.96)	50,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,500,000.00	1,500,000.00	822,978.71	1,500,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,550,000.00	1,550,000.00	803,394.75	1,550,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,541,000.00)	(1,541,000.00)	(796,692.19)	(1,541,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,541,000.00)	(1,541,000.00)	(796,692.19)	(1,541,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,339,932.00	4,391,241.00		4,391,241.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,339,932.00	4,391,241.00		4,391,241.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,339,932.00	4,391,241.00		4,391,241.00		
2) Ending Balance, June 30 (E + F1e)			2,798,932.00	2,850,241.00		2,850,241.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,798,932.00	2,850,241.00		2,850,241.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	9,000.00	9,000.00	6,702.56	9,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,000.00	9,000.00	6,702.56	9,000.00	0.00	0.0%
TOTAL, REVENUES			9,000.00	9,000.00	6,702.56	9,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	50,000.00	50,000.00	(19,583.96)	50,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			50,000.00	50,000.00	(19,583.96)	50,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	50,000.00	37,575.00	50,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,500,000.00	1,450,000.00	785,403.71	1,450,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,500,000.00	1,500,000.00	822,978.71	1,500,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,550,000.00	1,550,000.00	803,394.75	1,550,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)								
			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
9010	Other Restricted Local	2,850,241.00
Total, Restricted Balance		2,850,241.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9,270,000.00	9,270,000.00	1,874,532.65	5,270,000.00	(4,000,000.00)	-43.1%
5) TOTAL, REVENUES			9,270,000.00	9,270,000.00	1,874,532.65	5,270,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	120,434.00	160,434.00	83,408.96	160,434.00	0.00	0.0%
3) Employee Benefits		3000-3999	46,029.00	46,029.00	23,972.03	46,029.00	0.00	0.0%
4) Books and Supplies		4000-4999	100,000.00	110,000.00	85,224.86	110,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	303,270.00	348,270.00	68,790.90	348,270.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,050,000.00	2,985,000.00	1,457,093.73	2,985,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,619,733.00	3,649,733.00	1,718,490.48	3,649,733.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,650,267.00	5,620,267.00	156,042.17	1,620,267.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			7,650,267.00	5,620,267.00	156,042.17	1,620,267.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,147,494.00	14,417,250.00		14,417,250.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,147,494.00	14,417,250.00		14,417,250.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,147,494.00	14,417,250.00		14,417,250.00		
2) Ending Balance, June 30 (E + F1e)			22,797,761.00	20,037,517.00		16,037,517.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	22,797,761.00	20,037,517.00		16,037,517.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	21,322.41	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	9,250,000.00	9,250,000.00	1,853,210.24	5,250,000.00	(4,000,000.00)	-43.2%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9,270,000.00	9,270,000.00	1,874,532.65	5,270,000.00	(4,000,000.00)	-43.1%
TOTAL, REVENUES			9,270,000.00	9,270,000.00	1,874,532.65	5,270,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	40,000.00	20,963.42	40,000.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	59,195.00	59,195.00	31,826.28	59,195.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	61,239.00	61,239.00	30,619.26	61,239.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			120,434.00	160,434.00	83,408.96	160,434.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	14,216.00	14,216.00	7,350.48	14,216.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	9,047.00	9,047.00	6,331.45	9,047.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	19,299.00	19,299.00	8,232.58	19,299.00	0.00	0.0%
Unemployment Insurance		3501-3502	61.00	61.00	41.74	61.00	0.00	0.0%
Workers' Compensation		3601-3602	1,823.00	1,823.00	1,251.12	1,823.00	0.00	0.0%
OPEB, Allocated		3701-3702	328.00	328.00	225.18	328.00	0.00	0.0%
OPEB, Active Employees		3751-3752	966.00	966.00	487.02	966.00	0.00	0.0%
Other Employee Benefits		3901-3902	289.00	289.00	52.46	289.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			46,029.00	46,029.00	23,972.03	46,029.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	10,000.00	5,298.57	10,000.00	0.00	0.0%
Noncapitalized Equipment		4400	100,000.00	100,000.00	79,926.29	100,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			100,000.00	110,000.00	85,224.86	110,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	750.00	750.00	1,575.00	750.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	300,000.00	345,000.00	67,215.90	345,000.00	0.00	0.0%
Communications		5900	2,520.00	2,520.00	0.00	2,520.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			303,270.00	348,270.00	68,790.90	348,270.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	55,000.00	0.00	55,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,050,000.00	2,710,000.00	1,241,465.62	2,710,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	220,000.00	215,628.11	220,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,050,000.00	2,985,000.00	1,457,093.73	2,985,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,619,733.00	3,649,733.00	1,718,490.48	3,649,733.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
9010	Other Restricted Local	16,037,517.00
Total, Restricted Balance		16,037,517.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	3,625.22	4,000.00	0.00	0.0%
5) TOTAL REVENUES			4,000.00	4,000.00	3,625.22	4,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			2,500.00	2,500.00	0.00	2,500.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,500.00	1,500.00	3,625.22	1,500.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,500.00	1,500.00	3,625.22	1,500.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,151,881.00	2,153,530.00		2,153,530.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,151,881.00	2,153,530.00		2,153,530.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,151,881.00	2,153,530.00		2,153,530.00		
2) Ending Balance, June 30 (E + F1e)			2,153,381.00	2,155,030.00		2,155,030.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,153,381.00	2,155,030.00		2,155,030.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	4,000.00	4,000.00	3,625.22	4,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	4,000.00	3,625.22	4,000.00	0.00	0.0%
TOTAL REVENUES			4,000.00	4,000.00	3,625.22	4,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			2,500.00	2,500.00	0.00	2,500.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15
		Projected Year Totals
7710	State School Facilities Projects	2,155,030.00
Total, Restricted Balance		2,155,030.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,024,126.00	2,885,326.00	1,935,702.23	2,885,326.00	0.00	0.0%
5) TOTAL, REVENUES			3,024,126.00	2,885,326.00	1,935,702.23	2,885,326.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	32,000.00	36,000.00	18,812.88	36,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	2,000.00	1,657.51	2,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,808,899.00	1,808,899.00	1,635,247.43	1,808,899.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,840,899.00	1,846,899.00	1,655,717.82	1,848,899.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,183,227.00	1,038,427.00	279,984.41	1,038,427.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	39,318.01	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	4,417,034.26	1,037,825.26	4,417,034.26	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	4,417,034.26	1,077,143.27	4,417,034.26		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,183,227.00	5,455,461.26	1,357,127.68	5,455,461.26		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,519,852.00	10,892,232.00		10,892,232.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,519,852.00	10,892,232.00		10,892,232.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,519,852.00	10,892,232.00		10,892,232.00		
2) Ending Balance, June 30 (E + F1e)			12,703,079.00	16,347,693.26		16,347,693.26		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	11,065,042.00	14,740,052.26		14,740,052.26		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,638,037.00	1,607,641.00		1,607,641.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2014-15 Second Interim
Special Reserve Fund for Capital Outlay Projects
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	2,351,713.00	2,351,713.00	1,586,713.53	2,351,713.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	650,413.00	511,613.00	330,689.37	511,613.00	0.00	0.0%
Interest		8660	22,000.00	22,000.00	18,299.33	22,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,024,126.00	2,885,326.00	1,935,702.23	2,885,326.00	0.00	0.0%
TOTAL, REVENUES			3,024,126.00	2,885,326.00	1,935,702.23	2,885,326.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	32,000.00	36,000.00	18,812.88	36,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			32,000.00	36,000.00	18,812.88	36,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	2,000.00	1,657.51	2,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	2,000.00	1,657.51	2,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	1,808,899.00	1,808,899.00	1,635,247.43	1,808,899.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,808,899.00	1,808,899.00	1,635,247.43	1,808,899.00	0.00	0.0%
TOTAL, EXPENDITURES			1,840,899.00	1,846,899.00	1,655,717.82	1,846,899.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	39,318.01	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	39,318.01	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	4,417,034.26	1,037,825.26	4,417,034.26	0.00	0.0%
(c) TOTAL, SOURCES			0.00	4,417,034.26	1,037,825.26	4,417,034.26	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)								
			0.00	4,417,034.26	1,077,143.27	4,417,034.26		

Resource	Description	2014/15
		Projected Year Totals
9010	Other Restricted Local	14,740,052.26
Total, Restricted Balance		14,740,052.26

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	58,375,334.00	57,901,883.00	25,824,991.73	57,901,883.00	0.00	0.0%
5) TOTAL, REVENUES			58,375,334.00	57,901,883.00	25,824,991.73	57,901,883.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	122,093.00	122,093.00	71,220.94	122,093.00	0.00	0.0%
2) Classified Salaries		2000-2999	212,073.00	212,073.00	80,872.32	212,073.00	0.00	0.0%
3) Employee Benefits		3000-3999	120,582.00	120,582.00	44,185.76	120,582.00	0.00	0.0%
4) Books and Supplies		4000-4999	17,100.00	17,700.00	5,211.18	17,700.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	57,893,087.00	57,355,087.00	32,715,149.37	59,555,087.00	(2,200,000.00)	-3.8%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			58,364,935.00	57,827,535.00	32,916,639.57	60,027,535.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			10,399.00	74,348.00	(7,091,647.84)	(2,125,652.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			10,399.00	74,348.00	(7,091,647.84)	(2,125,652.00)		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	3,805,956.00	5,253,865.00		5,253,865.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,805,956.00	5,253,865.00		5,253,865.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			3,805,956.00	5,253,865.00		5,253,865.00		
2) Ending Net Position, June 30 (E + F1e)			3,816,355.00	5,328,213.00		3,128,213.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	3,816,355.00	5,328,213.00		3,128,213.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,000.00	38,000.00	26,807.02	38,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	58,320,334.00	57,843,883.00	25,755,543.30	57,843,883.00	0.00	0.0%
All Other Fees and Contracts		8689	20,000.00	20,000.00	42,641.41	20,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			58,375,334.00	57,901,883.00	25,824,991.73	57,901,883.00	0.00	0.0%
TOTAL REVENUES			58,375,334.00	57,901,883.00	25,824,991.73	57,901,883.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	122,093.00	122,093.00	71,220.94	122,093.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			122,093.00	122,093.00	71,220.94	122,093.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	212,073.00	212,073.00	80,872.32	212,073.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			212,073.00	212,073.00	80,872.32	212,073.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	10,152.00	10,152.00	6,324.43	10,152.00	0.00	0.0%
PERS		3201-3202	25,112.00	25,112.00	9,519.48	25,112.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	18,106.00	18,106.00	7,110.41	18,106.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	57,596.00	57,596.00	17,180.91	57,596.00	0.00	0.0%
Unemployment Insurance		3501-3502	170.00	170.00	76.27	170.00	0.00	0.0%
Workers' Compensation		3601-3602	5,048.00	5,048.00	2,281.42	5,048.00	0.00	0.0%
OPEB, Allocated		3701-3702	908.00	908.00	410.70	908.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,684.00	2,684.00	1,200.54	2,684.00	0.00	0.0%
Other Employee Benefits		3901-3902	806.00	806.00	81.60	806.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			120,582.00	120,582.00	44,185.76	120,582.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	17,100.00	17,700.00	5,211.18	17,700.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			17,100.00	17,700.00	5,211.18	17,700.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,960.00	1,960.00	861.84	1,960.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	1,900,000.00	1,995,000.00	1,993,417.00	1,995,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,000.00	2,000.00	1,223.21	2,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	55,989,127.00	55,356,127.00	30,719,647.32	57,556,127.00	(2,200,000.00)	-4.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			57,893,087.00	57,355,087.00	32,715,149.37	59,555,087.00	(2,200,000.00)	-3.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			58,364,935.00	57,827,535.00	32,916,639.57	60,027,535.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15 Projected Year Totals
Total, Restricted Net Position		
		0.00

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	48,262.98	48,273.75	48,034.15	48,273.75	0.00	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	48,262.98	48,273.75	48,034.15	48,273.75	0.00	0%
5. District Funded County Program ADA						
a. County Community Schools per EC 1981(a)(b)&(d)	530.33	530.33	530.33	530.33	0.00	0%
b. Special Education-Special Day Class	80.02	80.02	80.02	80.02	0.00	0%
c. Special Education-NPS/LCI	9.18	9.18	9.18	9.18	0.00	0%
d. Special Education Extended Year-NPS/LC	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, District Funded County Program ADA (Sum of Lines A5a through A5e)	619.53	619.53	619.53	619.53	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5f)	48,882.51	48,893.28	48,653.68	48,893.28	0.00	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program ADA						
a. County School Tuition Fund	0.00	0.00	0.00	0.00	0.00	0%
b. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
c. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
d. Probation Referred, on Probation or Parole, or Mandatory Expelled per EC 2574(c)(4)(A)	0.00	0.00	0.00	0.00	0.00	0%
e. Total, County Program ADA (Sum of Lines B1a through B1d)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, District Funded County Program ADA (Sum of Lines B2a through B2e)	0.00	0.00	0.00	0.00	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1e and B2f)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 report ADA for those charter schools in this section Charter schools reporting SACS financial data separately from their authorizing LEAs report their ADA in this section						
1. Total Charter School Regular ADA per EC 42238.05(b)	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program ADA						
a. County School Tuition Fund	0.00	0.00	0.00	0.00	0.00	0%
b. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
c. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
d. Probation Referred, on Probation or Parole, or Mandatory Expelled per EC 2574(c)(4)(A)	0.00	0.00	0.00	0.00	0.00	0%
e. Total, Charter School County Program ADA (Sum of Lines C2a through C2d)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year-NPS/LC	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natura Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2e, and C3f)	0.00	0.00	0.00	0.00	0.00	0%

ACTUALS THROUGH THE MONTH OF (Enter Month Name)		July	August	September	October	November	December	January	February
Object	Beginning Balance (Ref Only)								
A. BEGINNING CASH	December	25,415,012.00	29,025,432.00	14,528,727.00	7,737,348.00	7,615,250.00	8,085,616.00	94,524,426.00	55,114,849.00
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	3,378,480.00	4,400,609.00	12,371,862.00	7,033,048.00	7,001,180.00	12,381,991.00	7,001,180.00	2,857,000.00
Property Taxes	8020-8079	6,188,036.00	912,021.00	7,247,160.00	623,314.00	13,037,459.00	120,513,316.00	10,353,600.00	120,294.00
Miscellaneous Funds	8080-8099	(1,259,105.00)	(2,518,207.00)	(1,678,806.00)	(1,678,806.00)	(2,078,806.00)	(1,678,806.00)	(1,678,806.00)	(1,850,242.00)
Federal Revenue	8100-8299	0.00	858,126.00	144,898.00	217,604.00	173,359.00	1,252,330.00	106,983.00	94,761.00
Other State Revenue	8300-8599	1,253,326.00	3,065,370.00	2,599,577.00	2,255,987.00	6,975,544.00	2,327,267.00	4,000,248.00	2,240,523.00
Other Local Revenue	8600-8799	98,276.00	165,354.00	938,116.00	1,404,014.00	358,890.00	425,525.00	827,454.00	305,283.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979	8,614.00	56,617.00	232,083.00	251,189.00	262,368.00	(810,870.00)	460,287.00	0.00
TOTAL RECEIPTS		9,667,627.00	6,939,890.00	21,854,890.00	10,106,350.00	25,729,994.00	134,410,753.00	21,070,946.00	3,767,619.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	498,445.00	2,545,178.00	18,570,401.00	19,128,154.00	19,499,313.00	(62,867.00)	38,335,274.00	19,679,447.00
Classified Salaries	2000-2999	25,391.00	2,221,697.00	3,602,311.00	4,408,797.00	5,352,309.00	5,549,313.00	5,051,853.00	4,843,645.00
Employee Benefits	3000-3999	2,524,446.00	800,696.00	5,605,669.00	7,101,946.00	7,305,572.00	2,239,565.00	12,217,374.00	7,314,482.00
Books and Supplies	4000-4999	127,919.00	647,421.00	1,368,388.00	1,171,454.00	1,039,045.00	472,553.00	580,987.00	938,748.00
Services	5000-5999	390,193.00	4,314,555.00	3,140,977.00	3,078,018.00	2,414,167.00	2,270,399.00	2,465,999.00	2,437,727.00
Capital Outlay	6000-6599	0.00	0.00	301,640.00	356,605.00	105,703.00	1,011,800.00	1,262,480.00	218,401.00
Other Outgo	7000-7499	1,504,617.00	(1,416,708.00)	962,170.00	122,193.00	204,351.00	1,143,256.00	768,918.00	105,891.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		5,071,011.00	9,112,837.00	33,551,556.00	35,367,167.00	35,920,460.00	12,624,019.00	60,682,885.00	35,538,341.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not in Treasury	9111-9199	(2,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299	23,066,772.00	3,313,934.00	4,827,974.00	343,266.00	282,117.00	261,673.00	(560,501.00)	260,216.00
Due From Other Funds	9310	(7,661,574.00)	(5,000,000.00)	(6,000.00)	(494,686.00)	686.00	(500,000.00)	0.00	0.00
Stores	9320	26,146.00	(65,005.00)	(64,088.00)	33,463.00	(9,034.00)	(217.00)	15,018.00	30,241.00
Prepaid Expenditures	9330	192,784.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets	9340	(264,949.00)	(85,041.00)	(118,962.00)	2,969.00	(1,754.00)	(7,680.00)	13,380.00	(2,389.00)
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		15,357,179.00	(1,836,112.00)	4,638,924.00	(114,988.00)	272,015.00	(246,224.00)	(532,103.00)	288,068.00
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	15,500,003.00	10,424,145.00	(266,363.00)	(253,707.00)	(388,817.00)	101,700.00	(734,465.00)	(328,424.00)
Due To Other Funds	9610	843,372.00	0.00	0.00	0.00	(10,000,000.00)	10,000,000.00	0.00	0.00
Current Loans	9640	0.00	0.00	0.00	(25,000,000.00)	0.00	25,000,000.00	0.00	0.00
Unearned Revenues	9650	0.00	63,501.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		16,343,375.00	10,487,646.00	(266,363.00)	(25,253,707.00)	(10,388,817.00)	35,101,700.00	(734,465.00)	(328,424.00)
Nonoperating									
Suspense Cleaning	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS		(866,196.00)	(12,323,758.00)	4,905,287.00	25,138,719.00	10,680,832.00	(35,347,924.00)	202,362.00	616,492.00
E. NET INCREASE/DECREASE (B - C + D)		3,610,420.00	(14,496,705.00)	(6,791,379.00)	(122,098.00)	470,366.00	86,438,810.00	(39,409,577.00)	(31,154,230.00)
F. ENDING CASH (A + E)		29,025,432.00	14,528,727.00	7,737,348.00	7,615,250.00	8,085,616.00	94,524,426.00	55,114,849.00	23,960,619.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

ACTUALS THROUGH THE MONTH OF (Enter Month Name)		Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH		December	23,960,619.00	11,321,134.00	76,373,831.00	58,375,719.00				
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment		8010-8019	8,623,784.00	2,857,000.00	2,857,000.00	8,615,987.00	(46,740.00)		79,332,381.00	79,332,381.00
Property Taxes		8020-8079	14,036,482.00	93,293,779.00	8,709,084.00	2,372,136.00	(14,029.00)		277,392,652.00	277,392,648.00
Miscellaneous Funds		8080-8099	(2,882,901.00)	(1,471,844.00)	(1,411,055.00)	(2,822,275.00)	(1,028.00)		(23,010,687.00)	(23,010,687.00)
Federal Revenue		8100-8299	904,927.00	3,264,210.00	1,564,821.00	2,716,194.00	7,095,245.00		18,393,458.00	18,393,457.00
Other State Revenue		8300-8599	3,099,132.00	4,647,635.00	2,419,662.00	2,200,651.00	8,351,187.00		45,436,109.00	45,436,101.00
Other Local Revenue		8600-8799	469,511.00	581,139.00	492,937.00	887,199.00	(860,106.00)		6,093,592.00	6,093,592.00
Interfund Transfers In		8910-8929	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Sources		8930-8979	0.00	0.00	0.00	(460,288.00)	0.00		0.00	0.00
TOTAL RECEIPTS			24,250,935.00	103,171,919.00	14,632,449.00	13,509,604.00	14,524,529.00	0.00	403,637,505.00	403,637,492.00
C. DISBURSEMENTS										
Certificated Salaries		1000-1999	19,259,372.00	20,253,145.00	19,428,997.00	19,706,740.00	698,990.00		197,540,587.00	197,540,588.00
Classified Salaries		2000-2999	5,468,589.00	5,211,079.00	5,314,307.00	5,554,911.00	5,875,408.00		58,479,610.00	58,479,610.00
Employee Benefits		3000-3999	7,300,221.00	7,309,166.00	7,246,376.00	8,295,014.00	3,531,394.00		78,791,921.00	78,791,921.00
Books and Supplies		4000-4999	877,642.00	825,972.00	1,407,505.00	1,095,772.00	3,591,122.00	3,150,000.00	17,294,528.00	17,294,529.00
Services		5000-5999	3,266,154.00	2,627,131.00	3,105,080.00	4,158,025.00	3,170,345.00		36,838,770.00	36,838,769.00
Capital Outlay		6000-6599	0.00	2,148,717.00	0.00	1,900,065.00	192,989.00	3,700,000.00	11,198,400.00	11,198,398.00
Other Outgo		7000-7499	1,743,627.00	537,541.00	1,449,934.00	998,520.00	4,765,870.00		12,890,180.00	12,890,180.00
Interfund Transfers Out		7600-7629	0.00	0.00	0.00	0.00	1.00		1.00	0.00
All Other Financing Uses		7630-7699	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL DISBURSEMENTS			37,915,605.00	38,912,751.00	37,952,199.00	41,709,047.00	21,826,119.00	6,850,000.00	413,033,997.00	413,033,995.00
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury		9111-9199	0.00	0.00	0.00	0.00	0.00		(2,000.00)	
Accounts Receivable		9200-9299	541,332.00	450,221.00	(135,809.00)	(22,948.00)	2,327,553.00		34,955,800.00	
Due From Other Funds		9310	0.00	0.00	5,000,000.00	8,000,000.00	1,302,035.00		640,461.00	
Stores		9320	29,809.00	(33,007.00)	0.00	0.00	0.00		(36,674.00)	
Prepaid Expenditures		9330	(1,000.00)	0.00	0.00	0.00	0.00		191,784.00	
Other Current Assets		9340	0.00	(792.00)	0.00	0.00	0.00		(465,218.00)	
Deferred Outflows of Resources		9490	0.00	0.00	0.00	0.00	0.00		0.00	
SUBTOTAL			570,141.00	416,422.00	4,864,191.00	7,977,052.00	3,629,588.00	0.00	35,284,153.00	
Liabilities and Deferred Inflows										
Accounts Payable		9500-9599	(455,044.00)	(377,107.00)	(457,447.00)	(1,180,451.00)	(4,737,712.00)		16,846,311.00	
Due To Other Funds		9610	0.00	0.00	0.00	0.00	672,628.00		1,516,000.00	
Current Loans		9640	0.00	0.00	0.00	0.00	0.00		0.00	
Unearned Revenues		9650	0.00	0.00	0.00	0.00	0.00		63,501.00	
Deferred Inflows of Resources		9690	(455,044.00)	(377,107.00)	(457,447.00)	(1,180,451.00)	(4,065,084.00)	0.00	18,425,812.00	
SUBTOTAL										
Nonoperating										
Suspense Clearing		9910							0.00	
TOTAL BALANCE SHEET ITEMS			1,025,185.00	793,529.00	5,321,638.00	9,157,503.00	7,694,672.00	0.00	16,859,341.00	
E. NET INCREASE/DECREASE (B - C + D)			(12,639,485.00)	65,052,697.00	(17,998,112.00)	(19,041,940.00)	393,082.00	(6,850,000.00)	7,461,849.00	(9,396,503.00)
F. ENDING CASH (A + E)			11,321,134.00	76,373,831.00	58,375,719.00	39,333,779.00				
G. ENDING CASH, PLUS CASH										
ACCRUALS AND ADJUSTMENTS									32,876,861.00	

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	333,714,342.00	6.61%	355,764,431.00	2.48%	364,603,605.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	11,905,814.00	-29.08%	8,444,178.00	0.03%	8,446,332.00
4. Other Local Revenues	8600-8799	5,932,701.00	1.65%	6,030,409.00	1.08%	6,095,496.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(50,464,535.00)	3.77%	(52,366,745.00)	4.45%	(54,695,197.00)
6. Total (Sum lines A1 thru A5c)		301,088,322.00	5.57%	317,872,273.00	2.07%	324,450,236.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				164,075,578.00		166,636,713.00
b. Step & Column Adjustment				2,461,135.00		2,499,550.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				100,000.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	164,075,578.00	1.56%	166,636,713.00	1.50%	169,136,263.00
2. Classified Salaries						
a. Base Salaries				36,104,611.00		39,360,703.00
b. Step & Column Adjustment				722,092.00		787,214.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				2,534,000.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	36,104,611.00	9.02%	39,360,703.00	2.00%	40,147,917.00
3. Employee Benefits	3000-3999	60,474,390.00	6.62%	64,475,092.00	7.19%	69,108,936.00
4. Books and Supplies	4000-4999	9,662,346.00	-53.61%	4,481,932.00	2.50%	4,593,981.00
5. Services and Other Operating Expenditures	5000-5999	23,922,846.00	0.28%	23,989,283.00	2.99%	24,705,749.00
6. Capital Outlay	6000-6999	4,326,814.00	-56.85%	1,866,814.00	-82.49%	326,814.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	7,964,246.00	3.51%	8,243,939.00	2.55%	8,454,003.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,154,802.00)	0.00%	(4,154,802.00)	0.00%	(4,154,802.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		302,376,029.00	0.83%	304,899,674.00	2.43%	312,318,861.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(1,287,707.00)		12,972,599.00		12,131,375.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		18,808,313.00		17,520,606.00		30,493,205.00
2. Ending Fund Balance (Sum lines C and D1)		17,520,606.00		30,493,205.00		42,624,580.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	100,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	10,300,000.00		11,300,000.00		12,600,000.00
2. Unassigned/Unappropriated	9790	6,795,606.00		18,868,205.00		29,699,580.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		17,520,606.00		30,493,205.00		42,624,580.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	10,300,000.00		11,300,000.00		12,600,000.00
c. Unassigned/Unappropriated	9790	6,795,606.00		18,868,205.00		29,699,580.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		17,095,606.00		30,168,205.00		42,299,580.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Added positions for the 15-16 school year.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	18,393,457.00	1.00%	18,577,714.00	1.15%	18,791,224.00
3. Other State Revenues	8300-8599	33,530,287.00	-0.26%	33,441,664.00	0.51%	33,611,435.00
4. Other Local Revenues	8600-8799	160,891.00	0.00%	160,891.00	0.00%	160,891.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	50,464,535.00	3.77%	52,366,745.00	4.45%	54,695,197.00
6. Total (Sum lines A1 thru A5c)		102,549,170.00	1.95%	104,547,014.00	2.59%	107,258,747.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				33,465,010.00		33,466,987.00
b. Step & Column Adjustment				501,977.00		502,004.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(500,000.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	33,465,010.00	0.01%	33,466,987.00	1.50%	33,968,991.00
2. Classified Salaries						
a. Base Salaries				22,374,999.00		22,822,499.00
b. Step & Column Adjustment				447,500.00		456,450.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	22,374,999.00	2.00%	22,822,499.00	2.00%	23,278,949.00
3. Employee Benefits	3000-3999	18,317,531.00	5.47%	19,319,016.00	6.99%	20,669,108.00
4. Books and Supplies	4000-4999	7,632,183.00	-29.24%	5,400,834.00	-3.21%	5,227,609.00
5. Services and Other Operating Expenditures	5000-5999	12,915,923.00	-1.11%	12,772,699.00	2.39%	13,078,451.00
6. Capital Outlay	6000-6999	6,871,584.00	-38.94%	4,195,801.00	-51.04%	2,054,401.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	5,562,650.00	-1.79%	5,463,152.00	0.00%	5,463,152.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,518,086.00	0.00%	3,518,086.00	0.00%	3,518,086.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		110,657,966.00	-3.34%	106,959,074.00	0.28%	107,258,747.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(8,108,796.00)		(2,412,060.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		14,569,300.00		6,460,504.00		4,048,444.00
2. Ending Fund Balance (Sum lines C and D1)		6,460,504.00		4,048,444.00		4,048,444.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	6,460,504.00		4,048,444.00		4,048,444.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		6,460,504.00		4,048,444.00		4,048,444.00
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Common Core funding ended June 30, 2015						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	333,714,342.00	6.61%	355,764,431.00	2.48%	364,603,605.00
2. Federal Revenues	8100-8299	18,393,457.00	1.00%	18,577,714.00	1.15%	18,791,224.00
3. Other State Revenues	8300-8599	45,436,101.00	-7.81%	41,885,842.00	0.41%	42,057,767.00
4. Other Local Revenues	8600-8799	6,093,592.00	1.60%	6,191,300.00	1.05%	6,256,387.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		403,637,492.00	4.65%	422,419,287.00	2.20%	431,708,983.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				197,540,588.00		200,103,700.00
b. Step & Column Adjustment				2,963,112.00		3,001,554.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(400,000.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	197,540,588.00	1.30%	200,103,700.00	1.50%	203,105,254.00
2. Classified Salaries						
a. Base Salaries				58,479,610.00		62,183,202.00
b. Step & Column Adjustment				1,169,592.00		1,243,664.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				2,534,000.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	58,479,610.00	6.33%	62,183,202.00	2.00%	63,426,866.00
3. Employee Benefits	3000-3999	78,791,921.00	6.35%	83,794,108.00	7.14%	89,778,044.00
4. Books and Supplies	4000-4999	17,294,529.00	-42.86%	9,882,766.00	-0.62%	9,821,590.00
5. Services and Other Operating Expenditures	5000-5999	36,838,769.00	-0.21%	36,761,982.00	2.78%	37,784,200.00
6. Capital Outlay	6000-6999	11,198,398.00	-45.86%	6,062,615.00	-60.72%	2,381,215.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	13,526,896.00	1.33%	13,707,091.00	1.53%	13,917,155.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(636,716.00)	0.00%	(636,716.00)	0.00%	(636,716.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		413,033,995.00	-0.28%	411,858,748.00	1.87%	419,577,608.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(9,396,503.00)		10,560,539.00		12,131,375.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		33,377,613.00		23,981,110.00		34,541,649.00
2. Ending Fund Balance (Sum lines C and D1)		23,981,110.00		34,541,649.00		46,673,024.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740	6,460,504.00		4,048,444.00		4,048,444.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	100,000.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	10,300,000.00		11,300,000.00		12,600,000.00
2. Unassigned/Unappropriated	9790	6,795,606.00		18,868,205.00		29,699,580.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		23,981,110.00		34,541,649.00		46,673,024.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	10,300,000.00		11,300,000.00		12,600,000.00
c. Unassigned/Unappropriated	9790	6,795,606.00		18,868,205.00		29,699,580.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)		17,095,606.00		30,168,205.00		42,299,580.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		4.14%		7.32%		10.08%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, lines A4, C1, and C2e; enter projections)		48,034.15		47,647.53		47,406.96
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		413,033,995.00		411,858,748.00		419,577,608.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		413,033,995.00		411,858,748.00		419,577,608.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		8,260,679.90		8,237,174.96		8,391,552.16
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		8,260,679.90		8,237,174.96		8,391,552.16
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Second Interim Projected Year Totals data should be entered for all fiscal years.

Fiscal Year	LCFF Revenue (Funded) ADA		Percent Change	Status
	First Interim	Second Interim		
	Projected Year Totals (Form 01CSI, Item 1A)	Projected Year Totals		
Current Year (2014-15)	48,893.48	48,893.28	0.0%	Met
1st Subsequent Year (2015-16)	48,653.64	48,573.68	-0.2%	Met
2nd Subsequent Year (2016-17)	48,285.58	48,267.06	0.0%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2014-15)	49,811	49,838	0.1%	Met
1st Subsequent Year (2015-16)	49,505	49,534	0.1%	Met
2nd Subsequent Year (2016-17)	49,037	49,325	0.6%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines 3, 6, and 25) (Form A, Lines A4, C1, and C2e)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2011-12)	48,717	50,538	96.4%
Second Prior Year (2012-13)	48,452	50,500	95.9%
First Prior Year (2013-14)	48,214	50,095	96.2%
Historical Average Ratio:			96.2%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			96.7%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: If Form MYPI exists, Estimated P-2 ADA data for the two subsequent years will be extracted; if not, enter Estimated P-2 ADA data in the first column. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4, C1, and C2e) (Form MYPI, Line F2)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2014-15)	48,034	49,838	96.4%	Met
1st Subsequent Year (2015-16)	47,648	49,534	96.2%	Met
2nd Subsequent Year (2016-17)	47,407	49,325	96.1%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range:

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
Current Year (2014-15)	357,230,727.00	356,725,029.00	-0.1%	Met
1st Subsequent Year (2015-16)	362,068,632.00	379,368,956.00	4.8%	Not Met
2nd Subsequent Year (2016-17)	380,362,283.00	388,821,920.00	2.2%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Change in projected GAP funding rates.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2011-12)	233,231,508.90	256,286,573.45	91.0%
Second Prior Year (2012-13)	227,377,440.99	250,438,858.04	90.8%
First Prior Year (2013-14)	243,509,964.44	273,524,665.96	89.0%
	Historical Average Ratio:		90.3%

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	87.3% to 93.3%	87.3% to 93.3%	87.3% to 93.3%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2014-15)	260,654,579.00	302,376,029.00	86.2%	Not Met
1st Subsequent Year (2015-16)	270,472,508.00	304,899,674.00	88.7%	Met
2nd Subsequent Year (2016-17)	278,393,116.00	312,318,861.00	89.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Negotiations not yet concluded.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
----------------------------	---	--	----------------	--

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2014-15)	18,012,244.00	18,393,457.00	2.1%	No
1st Subsequent Year (2015-16)	18,196,432.00	18,577,714.00	2.1%	No
2nd Subsequent Year (2016-17)	18,409,877.00	18,791,224.00	2.1%	No

Explanation:
(required if Yes)

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2014-15)	41,603,274.00	45,436,101.00	9.2%	Yes
1st Subsequent Year (2015-16)	41,768,877.00	41,885,842.00	0.3%	No
2nd Subsequent Year (2016-17)	41,954,061.00	42,057,767.00	0.2%	No

Explanation:
(required if Yes)

One-time mandate money.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2014-15)	4,400,491.00	6,093,592.00	38.5%	Yes
1st Subsequent Year (2015-16)	4,527,538.00	6,191,300.00	36.7%	Yes
2nd Subsequent Year (2016-17)	4,562,066.00	6,256,387.00	37.1%	Yes

Explanation:
(required if Yes)

Gift revenue budgeted when received.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2014-15)	14,866,934.50	17,294,529.00	16.3%	Yes
1st Subsequent Year (2015-16)	9,795,328.00	9,882,766.00	0.9%	No
2nd Subsequent Year (2016-17)	10,014,322.00	9,821,590.00	-1.9%	No

Explanation:
(required if Yes)

Budget adjustments for school sites and grant funds.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2014-15)	34,097,793.00	36,838,769.00	8.0%	Yes
1st Subsequent Year (2015-16)	33,900,977.00	36,761,982.00	8.4%	Yes
2nd Subsequent Year (2016-17)	34,919,634.00	37,784,200.00	8.2%	Yes

Explanation:
(required if Yes)

Budget adjustments for school sites and grant funds.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2014-15)	64,016,009.00	69,923,150.00	9.2%	Not Met
1st Subsequent Year (2015-16)	64,492,847.00	66,654,856.00	3.4%	Met
2nd Subsequent Year (2016-17)	64,926,004.00	67,105,378.00	3.4%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2014-15)	48,964,727.50	54,133,298.00	10.6%	Not Met
1st Subsequent Year (2015-16)	43,696,305.00	46,644,748.00	6.7%	Not Met
2nd Subsequent Year (2016-17)	44,933,956.00	47,605,790.00	5.9%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

One-time mandate money.

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

Gift revenue budgeted when received.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

Budget adjustments for school sites and grant funds.

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

Budget adjustments for school sites and grant funds.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766 and amended by SB 70 (Chapter 7, Statutes of 2011), effective 2008-09 through 2014-15 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: SB 70 (Chapter 7, Statutes of 2011) extends EC Section 17070.766 from 2008-09 through 2014-15. EC Section 17070.766 reduced the contributions required by EC Section 17070.75 from 3 percent to 1 percent. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Budget Adoption and First Interim data that exist will be extracted; otherwise, enter Budget Adoption and First Interim data into lines 1 and 2 as applicable. All other data are extracted.

	Budget Adoption 1% Required Minimum Contribution (Form 01CSI, Item 7, Line 1)	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	3,925,559.45	11,645,425.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		11,625,425.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
<input type="checkbox"/>	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District's Available Reserve Percentages (Criterion 10C, Line 9)	4.1%	7.3%	10.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.4%	2.4%	3.4%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	
Current Year (2014-15)	(1,287,707.00)	302,376,029.00	0.4%	Met
1st Subsequent Year (2015-16)	12,972,599.00	304,899,674.00	N/A	Met
2nd Subsequent Year (2016-17)	12,131,375.00	312,318,861.00	N/A	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)			Status
Fiscal Year			
Current Year (2014-15)	23,981,110.00		Met
1st Subsequent Year (2015-16)	34,541,649.00		Met
2nd Subsequent Year (2016-17)	46,673,024.00		Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Ending Cash Balance General Fund (Form CASH, Line F, June Column)			Status
Fiscal Year			
Current Year (2014-15)	39,333,779.00		Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA	
5% or \$64,000 (greater of)	0	to 300
4% or \$64,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District Estimated P-2 ADA (Criterion 3, Item 3B)	48,034	47,648	47,407
District's Reserve Standard Percentage Level:	2%	2%	2%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s):

No

	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	413,033,995.00	411,858,748.00	419,577,608.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	413,033,995.00	411,858,748.00	419,577,608.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,260,679.90	8,237,174.96	8,391,552.16
6. Reserve Standard - by Amount (\$64,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	8,260,679.90	8,237,174.96	8,391,552.16

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	10,300,000.00	11,300,000.00	12,600,000.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	6,795,606.00	18,868,205.00	29,699,580.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	17,095,606.00	30,168,205.00	42,299,580.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	4.14%	7.32%	10.08%
District's Reserve Standard (Section 10B, Line 7):	8,260,679.90	8,237,174.96	8,391,552.16
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

- 1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

No

- 1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

- 1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard:

-5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2014-15)	(50,560,634.00)	(50,464,535.00)	-0.2%	(96,099.00)	Met
1st Subsequent Year (2015-16)	(52,620,913.00)	(52,366,745.00)	-0.5%	(254,168.00)	Met
2nd Subsequent Year (2016-17)	(54,956,136.00)	(54,695,197.00)	-0.5%	(260,939.00)	Met
1b. Transfers In, General Fund *					
Current Year (2014-15)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2015-16)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2014-15)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2015-16)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2016-17)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

--

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

--

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

2. OPEB Liabilities

- a. OPEB actuarial accrued liability (AAL)
b. OPEB unfunded actuarial accrued liability (UAAL)

First Interim (Form 01CSI, Item S7A)	Second Interim
57,265,007.00	57,265,007.00
57,265,007.00	57,265,007.00

- c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2014	Jun 30, 2014

- d. If based on an actuarial valuation, indicate the date of the OPEB valuation.

3. OPEB Contributions

- a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method

Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

First Interim (Form 01CSI, Item S7A)	Second Interim
6,782,860.00	6,782,860.00
6,782,860.00	6,782,860.00
6,782,860.00	6,782,860.00

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

2,759,998.60	2,761,044.21
2,800,000.00	2,800,000.00
2,850,000.00	2,850,000.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

2,759,998.00	2,759,998.00
2,800,000.00	2,800,000.00
2,850,000.00	2,820,000.00

- d. Number of retirees receiving OPEB benefits

Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

505	505
511	511
511	511

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

Yes

- b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

Yes

- c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

No

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	8,344,632.00	10,830,285.00
b. Unfunded liability for self-insurance programs	0.00	0.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2014-15)	6,893,725.00	6,893,725.00
1st Subsequent Year (2015-16)	6,997,131.00	6,997,131.00
2nd Subsequent Year (2016-17)	7,102,088.00	7,102,088.00

- b. Amount contributed (funded) for self-insurance programs
Current Year (2014-15)
1st Subsequent Year (2015-16)
2nd Subsequent Year (2016-17)

	First Interim (Form 01CSI, Item S7B)	Second Interim
b. Amount contributed (funded) for self-insurance programs		
Current Year (2014-15)	6,893,725.00	6,893,725.00
1st Subsequent Year (2015-16)	6,997,131.00	6,997,131.00
2nd Subsequent Year (2016-17)	7,102,088.00	7,102,088.00

4. Comments:

S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,050.3	2,093.6	2,093.6	2,093.6

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2014-15)

1st Subsequent Year
(2015-16)

2nd Subsequent Year
(2016-17)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

2,027,000

7. Amount included for any tentative salary schedule increases

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
25,238,000	25,238,000	25,238,000
88.0%	88.0%	88.0%
0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
3,040,000	3,085,000	3,131,000
1.5%	1.5%	1.5%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of classified (non-management) FTE positions	1,390.8	1,411.0	1,421.0	1,431.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2014-15)

1st Subsequent Year
(2015-16)

2nd Subsequent Year
(2016-17)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

663,000

7. Amount included for any tentative salary schedule increases

Current Year
(2014-15)

1st Subsequent Year
(2015-16)

2nd Subsequent Year
(2016-17)

0

0

0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
11,711,000	11,945,000	12,184,000
88.0%	88.0%	88.0%
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
1,326,000	1,353,000	1,380,000
2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?

No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of management, supervisor, and confidential FTE positions	165.9	171.4	173.4	175.4

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

Yes

Negotiations Settled Since First Interim Projections

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year
(may enter text, such as "Reopener")

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

211,000

4. Amount included for any tentative salary schedule increases

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
2,080,000	2,080,000	2,080,000
88.0%	88.0%	88.0%
0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
296,000	300,000	305,000
1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
202,000	202,000	202,000
0.0%	0.0%	0.0%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

No

- A2. Is the system of personnel position control independent from the payroll system?

Yes

- A3. Is enrollment decreasing in both the prior and current fiscal years?

Yes

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

No

- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

- A7. Is the district's financial system independent of the county office system?

Yes

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

No

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Second Interim Criteria and Standards Review

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-38

REVENUE AND EXPENDITURE INCREASES / DECREASES

WHEREAS, the District has determined that estimated increases in income of \$1,515,047 are required for the current year (2014-2015) from sources listed in Education Code §42602, and

WHEREAS, the District can show just cause for the estimated increase in expenditures of \$11,828,520 for the current fiscal year (2014-2015).

BE IT FURTHER RESOLVED the Board of Trustees authorizes that pursuant to Education Code §42602 such estimated decrease in funds of \$10,313,473 are to be appropriated according to the following schedule:

District & Fund No.	Code	Account Description	Amount
General Fund Income Source			
068-01	8011	LCFF Sources	\$ (505,698)
	8290	Federal Revenue	381,213
	8590	State Revenue	3,832,827
	8699	Local Revenue	1,693,101
		Total Income	\$ 5,401,443
Expenditure Appropriation			
068-01	1100	Certificated Teachers' Salaries	\$ (1,109,314)
	2200	Classified Support Salaries	(25,636)
	3101	STRS: Certificated	(141,606)
	4300	Materials & Supplies	2,427,595
	5600	Rentals, Leases, Repairs and Noncapitalized	2,740,976
	6400	Furniture & Equipment	5,608,207
	7142	Other Tuition	2,463
	7283	All Other Transfers	12,231
	9780	Other Assignments	100,000
	9790	Unassigned / Unappropriated	(4,213,473)
		Total Expenditure Appropriation	\$ 5,401,443

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
Adult Education Fund			
068-11		Expenditure Appropriation	
	2100	Classified Instructional Salaries	\$ 1,269
	3101	STRS: Certificated	(4,907)
	4300	Materials & Supplies	(534)
	5600	Rentals, Leases, Repairs and Noncapitalized	4,172
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
Child Development Fund			
068-12		Income Source	
	8290	Federal Revenue	\$ 3,968
	8590	Other State Revenue	106,566
	8699	Other Local Revenue	3,070
		Total Income	\$ 113,604

068-12		Expenditure Appropriation	
	1100	Certificated Teachers' Salaries	\$ (42,706)
	2100	Classified Instructional Salaries	(10,111)
	3101	STRS: Certificated	(22,430)
	4300	Materials & Supplies	188,851
		Total Expenditure Appropriation	\$ 113,604

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
-			
Deferred Maintenance			
068-14		Expenditure Appropriation	
	5605	Rental, Leases & Repairs	\$ (1,000,000)
	6200	Building & Building Improvements	1,000,000
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
Capital Facilities			

068-25	Income Source		
	8681	Developer Fees	\$ (4,000,000)
		Total Income	\$ (4,000,000)

068-25	Expenditure Appropriation		
	9740	Reserve Restricted	\$ (4,000,000)
		Total Expenditure Appropriation	\$ (4,000,000)

District & Fund No.	Code	Account Description	Amount
068-6768	Worker's Compensation Expenditure Appropriation		
	5800	Services & Operating Expenditures	\$ 2,200,000
	9790	Unassigned/Unappropriated	(2,200,000)
		Total Expenditure Appropriation	\$ -

AYES: ()

NOES: ()

ABSENT: ()

ABSTAIN: ()

I, Kirsten M. Vital, 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 11th day of March, 2015, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

SSC School District and Charter School Financial Projection Dashboard

2015-16 Governor's Proposed State Budget

E-34

This version of SSC's Financial Projection Dashboard is based on the 2015-16 Governor's Proposed State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

LCFF ENTITLEMENT FACTORS				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2014-15 Initial Grants	\$7,011	\$7,116	\$7,328	\$8,491
COLA at 1.58%	\$111	\$112	\$116	\$134
2015-16 Base Grants	\$7,122	\$7,228	\$7,444	\$8,625

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2015-16 Base Grants	\$7,122	\$7,228	\$7,444	\$8,625
Adjustment Factors	10.40% CSR	-	-	2.6% CTE
CSR and CTE amounts	\$741	-	-	\$224
2015-16 Adjusted Base Grants	\$7,863	\$7,228	\$7,444	\$8,849

Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

LCFF DARTBOARD FACTORS						
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
LCFF Planning Factors	SSC Simulator ¹	SSC Simulator ¹	SSC Simulator ²	SSC Simulator ²	-	-
SSC LCFF Gap Funding Percentage	29.15%	32.19%	11.00%	12.82%	-	-

PLANNING FACTORS						
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Statutory COLA	0.85%	1.58%	2.10%	2.50%	2.70%	2.60%
COLA on state and local share only of Special Education, Child Nutrition, American Indian Education Centers/American Indian Early Childhood Education	0.85%	1.58%	2.10%	2.50%	2.70%	2.60%
California CPI	1.80%	2.10%	2.50%	2.90%	2.80%	2.50%
California Lottery ³	Base	\$128	\$128	\$128	\$128	\$128
	Proposition 20	\$34	\$34	\$34	\$34	\$34
Interest Rate for Ten-Year Treasuries	2.20%	2.50%	2.80%	3.00%	3.10%	2.90%
CalPERS Employer Rate	11.771%	12.60%	15.00%	16.60%	18.20%	19.90%
CalSTRS Employer Rate	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%

RESERVES		
State Reserve Requirement	District ADA Range	Reserve Plan ⁴
The greater of 5% or \$64,000	0 to 300	SSC recommends one year's increment of planned revenue growth
The greater of 4% or \$64,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

¹ Go to the SSC LCFF Simulator™ at www.sscal.com. Your LCFF amounts for multiyear planning purposes will be provided based on your district-specific data.

² For the forecast years, the total dollar amount needed to fund the statutory COLA is applied to the SSC LCFF Simulator™.

³ The forecast for Lottery funding per ADA includes both base (unrestricted) funding and the amount restricted by Proposition 20 (2000) for instructional materials. Lottery funding is initially based on prior-year annual ADA—and is ultimately based on current-year annual ADA—multiplied by the historical statewide average excused absence factor of 1.04446.

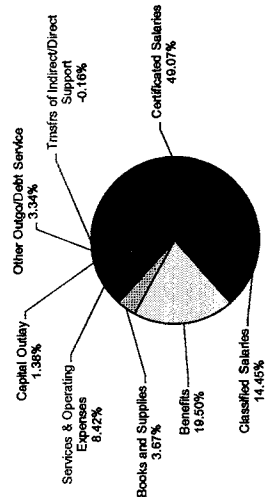
⁴ District reserve requirements as stated in the State Board of Education (SBE) adopted criteria and standards based solely on district size is not as relevant when financial volatility and exposure is disparate under the LCFF. We recommend that every district first observe the current SBE-required reserve for the traditional economic uncertainties. We also recommend the establishment of a separate reserve based on the annual LCFF revenue increase projected for the district in Year 2 and Year 3 of the multiyear projection. We recommend that the district develop a plan to, over time, set aside one year's growth in LCFF funding as a reserve due to the potential volatility inherent in state revenues. Within that set aside, we also recommend assigning the supplemental and concentration dollars.

Capistrano Unified School District

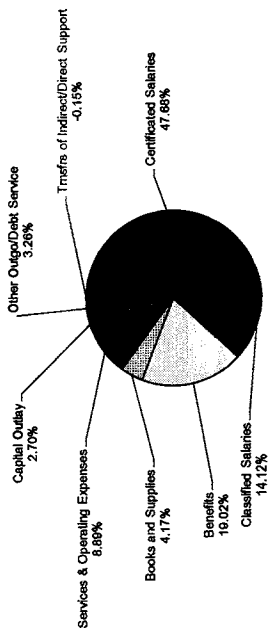
**2014-2015 Second Interim Report
Combined Unrestricted & Restricted General Fund**

	2014-15 1st Interim	2014-15 2nd Interim	Change from 1st Interim	Comments
Revenue				
LCFF Sources	\$334,220,040	\$333,714,342	(\$505,698)	Adjustment to LCFF gap rate of 29.15%
Federal Revenue	\$18,012,244	\$18,393,457	\$381,213	Increased Federal grant revenue Special Education
State Revenue	\$41,603,274	\$45,436,101	\$3,832,827	One time mandate reimbursement revenue
Local Revenue	\$4,400,491	\$6,093,592	\$1,693,101	Gift revenue budgeted as received. Other local income budgeted as received
Total Revenue	\$398,236,049	\$403,637,492	\$5,401,443	
Expenditures				
Certificated Salaries	\$198,649,902	\$197,540,588	(\$1,109,314)	Common core grant allocation adjustment
Classified Salaries	\$58,505,246	\$58,479,610	(\$25,636)	
Benefits	\$78,933,527	\$78,791,921	(\$141,606)	Common core grant allocation adjustment
Books and Supplies	\$14,866,934	\$17,294,529	\$2,427,595	Gift revenue budgeted; recovery plan implementation
Services & Operating Expenses	\$34,097,793	\$36,838,769	\$2,740,976	
Capital Outlay	\$5,590,191	\$11,198,398	\$5,608,207	Recovery plan implementation
Other Outgo/Debt Service	\$13,512,202	\$13,526,896	\$14,694	
Transfers of Indirect/Direct Support	(\$636,716)	(\$636,716)	\$0	
Total Expenditures	\$403,519,079	\$413,033,995	\$9,514,916	
Other Sources and Uses				
Other Funding Sources	\$0	\$0	\$0	
Interfund Transfers Out	\$0	\$0	\$0	
Total Sources and Uses	\$0	\$0	\$0	
Beginning Fund Balance	\$33,377,613	\$33,377,613	\$0	
Audit Adjustments	\$0	\$0	\$0	
Net Incr (Decr) in Fund Balance	(\$5,283,030)	(\$9,396,503)	(\$4,113,473)	
Ending Fund Balance	\$28,094,583	\$23,981,110	(\$4,113,473)	
Components of Ending Fund Balance				
Revolving Cash, Stores, Prepaid	\$325,000	\$325,000	\$0	
Legally Restricted	\$6,460,504	\$6,460,504	\$0	
Reserve for Economic Uncertainties	\$10,300,000.00	\$10,300,000.00	\$0	
Other Designations/Assignments	\$0	\$0	\$0	
- Library Abatement	\$0	\$0	\$0	
- Site Carryover including Gifts	\$0	\$0	\$0	
- Teacher Staff Development	\$0	\$0	\$0	
Undesignated	\$11,009,079	\$6,795,606	(\$4,213,473)	Locally restricted funds
Total Ending Fund Balance	\$28,094,583	\$23,981,110	(\$4,113,473)	

Expenditures at 2014-2015 First Interim Budget



Expenditures at 2014-2015 Second Interim Budget



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 11, 2015

**RESOLUTION NO. 1415-39, REDUCTION OR ELIMINATION OF PARTICULAR KINDS
OF SERVICES PERFORMED BY CERTIFICATED EMPLOYEES**

WHEREAS, Education Code §44949 and §44955 require action by the Board of Trustees to reduce or eliminate services and permit the layoff of certificated employees; and

WHEREAS, the Superintendent of the Capistrano Unified School District has recommended to the Board of Trustees that particular kinds of services be reduced or eliminated no later than the beginning of the 2015-2016 school year; and

WHEREAS, the Board of Trustees has determined that a reduction or elimination of particular kinds of services is needed no later than the beginning of the 2015-2016 school year; and

WHEREAS, it will be necessary to reduce the number of certificated employees of the District as a result of the reduction or elimination of particular kinds of services; and

WHEREAS, the District currently employs permanent, probationary, temporary/categorical, and substitute certificated employees; and

WHEREAS, the Board of Trustees has considered all positively assured attrition which has occurred to date, that is, all deaths, resignations, retirements, and other permanent vacancies, in reducing these services and, in addition to the attrition already assured, finds it necessary to reduce additional particular kinds of services; and

WHEREAS, any additional attrition will be taken into account by Administration to determine whether the number of permanent and probationary employees affected by the reduction or elimination of particular kinds of services may be mitigated.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the District:

1. That all of the foregoing recitals are true and correct.

Services to Be Reduced or Eliminated

2. That because of the financial constraints resulting from revenue being insufficient to maintain the current levels of programs and necessary program changes resulting therefrom, the Board of Trustees determines to reduce or eliminate those positions set forth in Exhibit A, attached hereto and incorporated by reference herein, listing by level, subject field or classification, and full-time equivalent, those positions that shall be reduced or eliminated no later than the beginning of the 2015-2016 school year.

EXHIBIT 8

3. That because of the elimination and reduction of particular kinds of services listed in Exhibit A, it is necessary to terminate, at the end of the 2014-2015 school year, certificated employees equal in full-time equivalents to the positions affected by the reduction or elimination of the particular kinds of service.
4. That in identifying the particular kinds of services listed in Exhibit A for reduction or elimination, the Board of Trustees confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Trustees reserves the right to identify additional services for reduction or elimination.

Seniority of Probationary and Permanent Certificated Employees

5. That seniority shall be determined by the first date of paid service as a probationary position and as defined by law.
6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code §44955 requires the Board of Trustees to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date.
7. That the criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date are listed and described in Exhibit B, which is attached hereto and incorporated by reference herein.
8. That the criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date, listed and described in Exhibit B, are based solely on the needs of the District and the students thereof.
9. That the criteria for determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date shall be applied only to those employees serving in probationary or permanent positions during the current 2014-2015 school year.

Deviation from Seniority-based Layoffs and Displacement Rights

10. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code §44955 allows the Board of Trustees to deviate from terminating a certificated employee in order of seniority by virtue of their competence, credential(s), assignment, and the specific needs of the District and its students.

11. That the criteria, which shall be established by testimony and other evidence, applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service, that the more senior employee is both certificated and competent to render.
12. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for reduction or elimination to displace a less senior certificated employee, a more senior certificated employee may displace a less senior certificated employee if it is established to the satisfaction of the District that the more senior certificated employee is competent and credentialed to render the services performed by a less senior certificated employee. Qualifications for a position must include status of "highly qualified" for the subject or field within the meaning of the No Child Left Behind Act, and appropriate certification qualifications (including appropriate English Language authorizations).
13. That, unless permitted by law, no employee will be terminated while a less senior employee is retained to render a service in a position for which the more senior employee is both certificated and competent.
14. That in no event may a more senior employee displace a less senior employee unless the more senior employee is both competent and credentialed for the entire assignment of the less senior employee.

Preliminary Notices of Layoff to Probationary and Permanent Employees

15. That the Superintendent or designee will send appropriate notices to all probationary and permanent employees possibly affected by the reduction and elimination of particular kinds of service. Said notices shall state that it has been recommended that each of their services will not be required for the 2015-2016 school year, pursuant to Education Code §§44949 and 44955.
16. Education Code §§44949 and 44955 require Board action to lay off certificated employees. The action by the Board is phrased in the Education Code as a reduction or elimination of "particular kinds of services." The specific services affected by this Resolution are part of the District's Deaf and Hard of Hearing (DHH) program, which is currently overstaffed by 1.0 FTE. Following Board action, Administration will send a preliminary layoff notice to the affected employee no later than March 13, 2015. The preliminary notice will be sent to the least senior DHH employee, or to the least senior employees if there is more than one employee with the same seniority date. The law requires the District to conduct a hearing before an administrative law judge if the employee requests a hearing. That hearing would be scheduled during the month of April. Regardless of whether the employee requests a hearing, the employee must receive notice of final Board action prior to May 15, 2015. A resolution for final Board action will be brought back to the Board prior to that date.

17. That the Superintendent or designee is delegated authority to take all actions necessary and appropriate to the accomplishment of the purposes of this Resolution.

Specific Provisions Applicable to Adult Education Reduction

18. Those positions set forth in Exhibit A, listing by “Adult Education Teacher,” and identifying positions to be reduced or eliminated by the number of teaching positions rather than full-time equivalents, is due to the difficulty of calculating Adult Education teaching hours as full-time equivalents. Those positions shall be reduced or eliminated in their entirety, regardless of actual FTE, no later than the beginning of the 2015-2016 school year. Such positions are described by their courses and descriptions as listed and described in Exhibit C, which is attached hereto and incorporated by this reference.
19. That obtaining permanency in an Adult Education position is governed by Education Code §44929.25, which provides, “any person who is employed to teach adults for not more than 60 percent of the hours per week considered a full-time assignment for permanent employees having comparable duties shall be classified as a temporary employee.” For this reason, any Adult Education Teacher working 60 percent or less of the hours per week considered a full-time assignment for permanent employees having comparable duties is classified as temporary and not afforded the rights under Education Code §§44949 and 44955. Any Adult Education Teacher working 61 percent or more of the hours per week considered a full-time assignment for permanent employees having comparable duties is considered a tenure track employee who is appropriately classified as probationary, and may obtain permanency pursuant to the provisions of the Education Code.
20. That employees holding an Adult Education position are unable to displace any less senior certificated employee currently holding a position in the District’s regular K-12 education program, unless such employee has previously rendered probationary or permanent service in the District’s regular K-12 education program, and the employee is competent and credentialed to render the services performed by a less senior certificated employee. Such Adult Education employees also have no right to occupy vacancies within the regular program. Qualifications for a position must include status of “highly qualified” for the subject or field within the meaning of the No Child Left Behind Act, and appropriate certification qualifications (including appropriate English Language authorizations).

PASSED AND ADOPTED this 11th day of March, 2015, by the Capistrano Unified School District Board of Trustees.

I, Kirsten M. Vital, 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 11th day of March, 2015, by a roll call vote.

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

Dated: March 11, 2015

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

By: _____
Martha McNicholas
Clerk of the Board of Trustees

By: _____
Kirsten M. Vital
Secretary to the Board of Trustees

Date: March 11, 2015

CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT A

Reduction or Elimination of Particular Certificated Services

Particular Kind of Service

Deaf and Hard of Hearing	1.0 FTE
Adult Education Teaching Positions	80.0 Positions
Adult Education Administrators (Assistant Principal – Adult/Community Ed)	1.0 Positions

CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT B

Criteria to be Applied to Determine Order of Layoff for those Certificated Employees with the Same Date of First Paid Probationary Service

The following criteria will be applied to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same date of hire are not terminated. These criteria meet the particular needs of the District at the present time:

- a. One (1) point for each additional designated subjects credential
- b. One (1) point for possession of one or more single subject credential
- c. One (1) point for possession of an administrative credential
- d. One (1) point for possession of a Master's degree
- e. If the criteria listed above do not break a tie, the District shall hold a lottery by March 27, 2015. Each tied group within the same seniority band of employees shall have the right to attend the lottery and pick a lottery number. In the absence of the employee, the Assistant Superintendent, Personnel Services will select a lottery number on behalf of the employee.

These criteria have been determined to best serve the needs of the District and students thereof, and will be applied effective 2014-2015.

CAPISTRANO UNIFIED SCHOOL DISTRICT

EXHIBIT C

Adult Education Courses and Descriptions

Adult (only) CPR /AED Certification
Adult, Child and Infant CPR/AED Certification
Aerobics for Seniors
Balance & Mobility using Tai Chi Movements
Basic First Aid Certification
Beyond the Basics I: Microsoft Office for the Home
Beyond the Basics II: Hands-On Projects
Child and Infant (only) CPR/AED Certification
Computer Basics
Computer Office Training
Craigslist
Digital Camera, CDs and Cellphone Photos
Digital Pictures Essentials
ESL - Beginning High
ESL - Beginning Literacy, Beginning Low
ESL – Intermediate High/Advanced Low
ESL – Intermediate Low
ESL Computers
ESL/Citizenship
Excel: Beginning
Fine & Applied Arts-Painting in Oils, Acrylics, and Watercolor
HSE (GED/TASC/HiSET) Preparation
Internet & Email I: Basic Essentials
Internet & Email II: Beyond the Basics
Math Basic Skills
Math for the High School Equivalency Exam
Math Support Center: AM High School Diploma only
Math Support Center: PM
Microsoft Excel
Microsoft Excel Intermediate
Microsoft PowerPoint & Publisher
Microsoft Word
Parenting the Elementary School Aged Child – Steps to Success
Preschoolers/ 3 Years Old
QuickBooks I
Reading & Writing Basic Skills
Toddlers/2 Years Old
Windows Moviemaker

SCHOOL ATTENDANCE BOUNDARIES

The ~~Governing~~ Board of Trustees shall regularly review school attendance boundaries, taking into account school capacities and enrollment data, geographic features, student safety and transportation, specialized educational programs, academies, site capacities, future residential development, future school construction, and community input.

In order to make efficient use of facilities and to plan for the organization, operation, and administration of the schools, the ~~Capistrano Unified School~~ Board of ~~Trustees~~ establishes attendance boundaries for each elementary, middle, and high school within the District in compliance with the Education Code.

~~Attendance boundaries are established to maximize efficient use of existing District facilities and avoid crowded conditions. Factors which may influence boundary decisions include: growth or decline of school aged population, density of population, traffic conditions, topography, capacities of existing buildings, projected future residential development, and future school construction.~~

~~When analyzing attendance boundary adjustments the following factors should be taken under consideration:~~

~~Guidelines for Developing Attendance Boundary Options and Recommendations~~

To the extent possible and feasible, the following factors will be considered when developing attendance boundary options and recommendations:

1. Balance student populations and enrollment numbers among existing schools.
2. Optimize the use of existing facilities.
3. Consider the potential long-term impact of:
 - Residential developments either planned or under construction in a given specific school attendance area.
 - The extent a given specific school's attendance area is built-out and experiencing either an influx of new, young families or families without plans for school age children the "empty nest" phenomenon.
4. Consider the impact which proposed elementary boundary changes will have on middle school attendance boundaries and the impact middle school attendance boundaries will have on high school attendance boundaries.
5. Maintain the "neighborhood school concept."
6. Avoid multiple school moves for students.

SCHOOL ATTENDANCE BOUNDARIES (continued)

7. Consider which communities have directly contributed to the construction of a school through Mello-Roos taxes or the allocation of developer fee funding which helped pay for a school, to the extent that any priority reflect the proportionality of each school's financing provided through the community facilities district, in accordance with the Government Code, §53312.7(b). Proportionality shall mean that Community Facilities Districts will be given priority to a percentage of open seats proportional to the community's contributions.
- ~~7. Avoid boundary adjustments resulting in schools becoming socio-economically identifiable.~~
8. Consider various options to house students, including the:
 - Reassignment of selected study areas to other schools.
 - Addition of relocatable classrooms.
 - Use of ~~multi-purpose~~ gathering multi-purpose rooms and other non-classroom areas.
 - Criteria designation for encouraging or discouraging and even prohibiting outside student enrollment using the District's "Open Enrollment School of Choice" option.
 - ~~Reassignment of special education (special day) classes to other schools.~~
 - Reassignment of other programs (preschool; community education) to other schools.
 - Temporary reassignment of grade level or levels to another school site.
 - Implementation of multi-track year-round school schedules.
 - Implementation of double sessions or extension of day schedules.

~~Since attendance boundaries are established on a long-term basis, any K-12 student affected by an attendance boundary change in a given year, to the extent possible and feasible, may be provided the opportunity to be "grandfathered," thereby remaining at the existing school of attendance rather than moving to the new school. In the interest of maintaining family ties, this option may, to the extent possible and feasible, also include any sibling of an originally grandfathered student, so long as that sibling is in attendance at the school at the same time as the originally grandfathered student. Originally grandfathered students and their siblings would not, however, have the availability of fee-based home to school transportation to the formerly assigned school.~~

~~In recognition that some middle school students may reside within a study area which is within easy walking distance of a closer middle school, the Board will allow such affected students to attend either the middle school of the study area or the middle school which is within easy walking distance. For purposes of this policy, easy walking distance is defined as one half mile or less.~~

SCHOOL ATTENDANCE BOUNDARIES (continued)

The Superintendent or designee may make an administrative placement of a student in a school outside of his/her attendance area. Such administrative placements will be made only under ~~unusual circumstances~~ **persistently dangerous conditions** at the Superintendent's or designee's discretion, and will remain in effect for one school year or for as long as the student's attendance, behavior, and scholarship are satisfactory. Dangerous conditions to be considered by the Superintendent or the designee shall include threats to the safety of a student, including physical and mental safety. Each administrative placement will be evaluated on an individual basis to protect the health and safety of all public school pupils. (Education Code §48900.3 and §48915)

~~Students residing in a community facilities district shall have priority, to the extent provided by law, for attendance at schools financed in whole or in part by the community facilities district.~~

~~(cf. 5119—Open Enrollment)~~

*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. Atty. Gen. 63

48900.3 Hate violence

48915 Persistently dangerous designations

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: August 18, 1999

revised: March 28, 2005

revised: November 27, 2006

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

PROTOCOLS: BOARD AND SUPERINTENDENT OPERATING PROCEDURES**Protocols: Board and Superintendent Operating Procedures**

The Board of Trustees is the educational policy-making body for the District. To effectively meet the District's challenges, the Board and Superintendent must function together as a leadership team. To ensure unity among team members, effective operating procedures, or protocols, must be in place. These are general protocols and protocols that are specific for the Board and for the Superintendent.

General—The Board and Superintendent will:

1. Keep learning and achievement for each and every student as the primary focus.
2. Value, support, and advocate for public education.
3. Operate openly with trust and integrity.
4. Govern in a dignified and professional manner, treating everyone with civility, dignity, and respect, while honoring the right to disagree with each other.
5. Keep confidential matters confidential. Uphold the legal requirement for confidentiality on all matters arising from Board meeting executive sessions and keep all conversations taking place in Closed Session absolutely confidential.
6. Discuss public matters in publicly noticed Board meetings.
7. Discuss confidential matters in closed session.
8. Focus on policy-making, planning and evaluation for student success.
9. Ensure opportunities for the diverse range of views in the community to inform Board deliberations, and evaluate the District's performance.

The Superintendent will:

1. Work with the Board toward creating a team dedicated to students.
2. Respect and acknowledge the Board's role in setting policy and overseeing the performance of the Superintendent.
3. Work with the Board to establish a clear vision for the District.
4. Communicate the common vision and annual goals.
5. Recognize that the Board/Superintendent governance relationship requires support by the District's management team.
6. Understand the distinction between Board and staff roles, and respect the role of the Board as the elected representative of the community.
7. Accept leadership responsibility and be accountable for implementing the vision, goals, and policies of the District.
8. Prepare preliminary goals annually for the Board's consideration.
9. Provide data (i.e., success indicators, benchmarks, milestones) to the Board to inform decisions and assess progress on annual goals.
10. Distribute information on student performance to the Board.
11. Make personnel recommendations and changes in consultation with the Board.
12. Communicate with the Board promptly and effectively.

PROTOCOLS: BOARD AND SUPERINTENDENT OPERATING PROCEDURES
(continue)

13. Inform the Board prior to critical information becoming public; apprise all Board Members in a timely manner of any major incident that they may be called on to answer or explain.
14. Distribute information fully and equally to all Board Members.
15. Provide information requested by one Board Member to every Board Member.
16. Distribute the Board agenda in a timely fashion and with enough time for Board study, and clarify information prior to scheduled meetings.
17. Never bring a matter to a public meeting that is a surprise to a Board or Cabinet member.
18. Respond to requests for additional information through a Board Update, special report, Board agenda items, or as a Board workshop.
19. Present major decisions initially as a discussion item, then place them on the next Board agenda for action.
20. Treat all Board Members professionally.
21. Communicate with individual Board Members to determine if concerns exist prior to a possible problem developing, and respect the right to disagree with each other.
22. Provide a written self-assessment prior to the Board's evaluation of the Superintendent's job performance.
23. Provide timely feedback to the Board on its performance and effectiveness.
24. Keep the Board informed regarding issues and/or situations that concern parents, students, staff or community.

Board Members will:

1. Work with all members of the Board and the Superintendent to become a team devoted to students; be dedicated to making all members of the team successful.
2. Act with dignity, and understand the implication of demeanor and behavior.
3. Recognize and respect difference of perspective and style on the Board and among staff, students, parents, and the community.
4. Govern within Board-adopted policies.
5. Communicate a common vision and annual, measurable goals.
6. Understand authority rests with the Board as a whole and not with individuals. Recognize decisions are made only at properly scheduled meetings.
7. As an individual Board member, not make or appear to make a decision that appropriately should be made by the entire Board.
8. Support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.
9. Attend regularly scheduled Board meetings unless a situation occurs that makes attendance impossible; cooperate in scheduling special meetings and/or work sessions for planning and training purposes.
10. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff.
11. Acknowledge individual requests for reports and projects will be directed only to the Superintendent.

PROTOCOLS: BOARD AND SUPERINTENDENT OPERATING PROCEDURES
(continue)

12. Request for reports from staff will be made during Board meetings.
13. Understand the Superintendent's role to make personnel recommendations and changes in consultation with the Board.
14. Set and monitor measurable outcomes for annual goals.
15. Participate in establishing annual expectations and goals for the Superintendent.
16. Objectively evaluate the Superintendent's performance and provide appropriate feedback.
17. Evaluate its own effectiveness semi-annually in conjunction with the Superintendent's evaluation; review these protocols annually with the first review in January 2015.
18. Take collective responsibility for the Board's performance.
19. Contact the Superintendent and the Chief Communications Officer whenever contacted by the media regarding an incident, event, or agenda item.
20. Communicate directly with the Superintendent, or Cabinet Members prior to Board meetings to address questions and/or concerns about agenda items; honor the "no surprises" rule with the Superintendent and fellow Board Members.
21. Communicate one-on-one with the Superintendent when an individual concern arises; will not allow a matter to fester.
22. Cast a vote on all matters except when a conflict or possible conflict of interest arises.
23. Recognize the individual role of constituents and special interest groups, while understanding the importance of using one's best judgment to represent all members of the community.
24. As time permits, visit school sites and attend school functions, but avoid interrupting instruction or interrupting employees at work.
25. Send Board item questions to the Superintendent by noon on the Monday prior to the regular Board meeting.
26. Represent the District, when possible, by attending community functions.
27. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.

Legal Reference:

EDUCATION CODE

33003 Operation and organization; bylaws

33319.5 Implementation of authority of local agencies

35010 Control of district; prescription and enforcement of rules

35100-35351 Governing boards - esp.

35160-35182 Powers and duties

Bylaw
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
FEBRUARY 25, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss Student Expulsions; discuss Public Employee Discipline/Dismissal/Release; confer with Legal Counsel regarding Anticipated Litigation; confer with Labor Negotiators; and discuss Public Employee Employment/Appointment.

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

The Pledge of Allegiance was led by Student Advisor Akhil Patel.

Present: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

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

Permanent Record

Prior to adopting the agenda, President Hatton-Hodson announced Agenda Item 4, South Coast Regional Occupational Program Joint Powers Agreement and Restructure, was being pulled from the agenda and will be brought back to the March 11 Board meeting.

Adoption of the Board Agenda

It was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 7-0 vote to change the order of the agenda and address Agenda Item 7, Revisions to Board Policy 5119, and Agenda Item 8, Revisions to Board Policy 5116, as the first two items for discussion.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

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

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None
ABSENT: None
ABSTAIN: None

President Hatton-Hodson reported the following action taken during closed session:

President's Report from Closed Session Meeting

Agenda Item #3 A – Student Expulsion:

The Board voted 7-0 to expel the following student by stipulated agreement: Case #2015-016.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None

6893

Agenda Item #3 B1 – Public Employee Discipline/Dismissal/Release:

The Board voted by a 7-0 vote to approve the Settlement Agreement between the District and Certificated Employee No. 11893 regarding the employee's voluntary reassignment. Under the agreement, Certificated Employee No. 11893 releases the District from any and all legal claims.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

Agenda Item #3 B2 – Public Employee Discipline/Dismissal/Release:

The Board voted by a 7-0 vote to approve the Reassignment Agreement between the District and Certificated Employee Julie Hatchel regarding the employee's voluntary reassignment to Assistant Superintendent, Communications/Community Relations. Under the agreement, Certificated Employee No. 13276 releases the District from any and all legal claims.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None

Agenda Item #3 B3 – Public Employee Discipline/Dismissal/Release:

The Board voted by a 6-0 vote to approve the Reassignment/Settlement Agreement between the District and Classified Employee No. 14522 regarding the employee's voluntary reassignment. Under the agreement, Classified Employee No. 14522 releases the District from any and all legal claims.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
and Pritchard
NOES: None
ABSENT: Trustee Reardon

Agenda Item #3 B4 – Public Employee Discipline/Dismissal/Release:

By a roll call vote, the Board voted 6-0 to approve Resolution No.1415-36, Non-Reelection of Probationary Certificated Employees, to issue notices of non-re-election to probationary and temporary certificated employee(s), identified by #31469, #17774, #31459, #26178, #30812, #31435, #31498, #30004 and #45425, pursuant to Education Code §44929.21(b), effective at the end of the 2014-2015 school year, and directed the Superintendent or designee to send out appropriate legal notices.

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard
NOES: None
ABSENT: Trustee Reardon
ABSTAIN: None

Agenda Item #3 B5 – Public Employee Discipline/Dismissal/Release:

By a roll call vote, the Board voted 6-0 to approve Resolution No.1415-37, Non-Reelection of Certificated Management Probationary Employees, to issue notices of non-re-election to probationary certificated management employee(s), identified by #30618 and #30777, pursuant to Education Code section 44929.21(b), effective at the end of the 2014-2015 school year, and directed the Superintendent or designee to send out appropriate legal notices.

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard
NOES: None
ABSENT: Trustee Reardon
ABSTAIN: None

Agenda Item #3 C – Conference with Legal Counsel – Anticipated Litigation:

The Board gave direction to staff.

Agenda Item #3 E1 – E2 – Public Employee Appointment/Employment:

The Board voted 6-0-1 to approve the appointment of Michelle Le Patner, Assistant Superintendent, Education.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, and Pritchard
NOES: None
ABSTAIN: Trustee Reardon

The Board voted 7-0 to approve the appointment of Patricia Romo, Executive Director, Career Technical Education and directed staff to bifurcate the Visual and Performing Arts portion of the position.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard, and Reardon
NOES: None

President Hatton-Hodson announced Paola PazSoldan was not able to attend this evening due to a family emergency.

**Special
Recognitions**

Student Body Representatives Stephanie Victorino and Eric Granados from Junipero Serra High School shared their personal experiences at the high school.

ASB Report

Superintendent Vital reported on the Newhart Middle School incident earlier in the day involving a PVC device that was found in a student's backpack and commended administrators, teachers, classified staff, students, and District office staff for following the safety protocols. Superintendent Vital announced that Carl Hankey middle school's application for a Gold Ribbon School was accepted by the California Department of Education and would be moving on to the next level in the validation process. Superintendent Vital also made several comments regarding the Board's difficult decision regarding the School of Choice Board Policy on the agenda for discussion/action and there was no perfect solution.

**Board and
Superintendent
Comments**

Trustee Hanacek thanked Superintendent Vital for her recognition of the District's valuable partnership with the Ocean Institute and for strengthening this STEM opportunity. Trustee Hanacek then stated the District is at an exciting time to begin to look at partnership advantages for all the schools and maximize learning environments. this chance to foster, nurture, and promote opportunities on each of our campuses will take already great schools to innovated which will not only grow the School of Choice options but expand the many advantages of the neighborhood school.

Trustee McNicholas stated she had visited the area concert at Dana Hills High School and visited Crown Valley Elementary School. She also announced that February 17 was the PTA's 118th birthday and thanked all the parents and PTAs.

Trustee Jones reported on the sites and meetings she had attended since the last Board meeting; congratulated Dr. Le Patner and Dr. Hatchel for their new positions; and thanked Superintendent Vital and Dr. Le Patner and Dr. Hatchel for the transformation and planning that is taking place in the District.

There were no speakers.

**Oral
Communications**

DISCUSSION/ACTION

Assistant Superintendent Michelle Le Patner provided a PowerPoint presentation, which covered the goal of School of Choice, siblings, facility capacity, employees' children on School of Choice, and Two-Way Immersion students. (The PowerPoint is available for viewing on the District website at www.capousd.org).

**Board Policy
Revision
Agenda Item 7**

Due to the number of Blue Cards submitted, President Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time limit of 20 minutes for speakers. It was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 7-0 vote to waive Board Policy 9323.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

The following speakers addressed the Board:

- Sally White, Michelle Procter, Debbie Flowers, Michelle Middleton, Susan Goldfader, Jennifer Stenlake, Dagmar Foy, Scott Howell, Mark Earnest, Paul Fu, Nicole Haney, Casey Shay, Lisa Phillips, Erin O'Neill, Amanda McKay, and Vanessa Stone addressed the Board on the following: higher priority for children of teachers: allowing incoming kindergarteners to attend the same school as their siblings, even at impacted schools; higher priority for children whose parents pay Mello Roos; equity in the San Clemente High School and San Juan Hills High School Two-Way Immersion programs; inaccuracy of the parent survey; online application process; and consideration of a phasing process for siblings.*

(Student Advisor Akhil Patel left the meeting at 8:20 p.m.)

At 10:10 p.m., following a lengthy discussion by the Board, it was moved by Trustee Alpay, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to take a 15 minute break to allow staff the opportunity to incorporate the new language, based on Trustees' direction, into the policy for Trustee review and consideration.

President Hatton-Hodson reconvened the meeting at 10:26 p.m. and Assistant Superintendent Michelle Le Patner read the changes staff made in the policy during the break.

Following further discussion, it was moved by Trustee Hanacek, seconded by Trustee Reardon, and motion carried by a 6-1 vote to approve revised Board Policy 5119, *School of Choice* as amended for the 2015-2016 school year.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: Trustee Alpay
ABSENT: Student Advisor Akhil Patel

Assistant Superintendent Michelle Le Patner stated this is the second reading of Board Policy 5116, *School Attendance Boundaries* and changes Trustees requested during the first reading have been made to the policy in the exhibit.

**Board Policy
Revision
Agenda Item 8**

Following discussion, the Board directed staff to bring this policy back for a third reading.

President Hatton-Hodson stated, based on time, the following items will be carried over to the March 11 Board meeting: Item 1, Citizen's Request; Item 2, DELAC Update; and Item 3, Immunization and Health Services. Agenda Item 4, ROP Amended JPA was pulled prior to the approval of the agenda.

**President
Announcement**

Superintendent Kirsten Vital stated this agenda item pertains to the election of school board members to serve on CSBA's Delegate Assembly. The Board may vote for any number up to nine candidates in Region 15 to serve on CSBA's Delegate Assembly.

**CSBA Delegate
Assembly Election
Agenda Item 5**

It was moved by Trustee Reardon, seconded by Trustee Alpay, and motion carried by a 6-1 vote to approve casting a blank ballot.

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
Pritchard, and Reardon
NOES: Trustee McNicholas
ABSENT: Student Advisor Akhil Patel

It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to extend the meeting until 11:25 p.m.

Meeting Extended

It was moved by Trustee Alpay, seconded by Trustee Jones, and motion carried by a 7-0 vote to adopt Resolution No. 1415-35, Non-Reelection of Temporary Certificated Employees and authorize the District to issue notices.

**Non-Reelections of
Temporary
Certificated
Employees
Agenda Item 6**

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Student Advisor Akhil Patel
ABSTAIN: None

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Items 11 and 17 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the February 11, 2015, regular Board meeting.	Minutes Agenda Item 9
Resolution No. 1415-34, Recognition of Week of the School Administrator.	Week of the School Administrator Agenda Item 10
Readmission of students from expulsion: Case #2014-038, Case #2014-046, Case #2014-050, and Case #2014-76.	Expulsion Readmissions Agenda Item 12
Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1415-004 through #1415-013.	CAHSEE Agenda Item 13
Acceptance of receipt of the Journey Charter Petition Renewal.	Journey Charter Petition Renewal Agenda Item 14
Clinical affiliation Agreement with Orange Coast Community College.	Clinical Affiliation Agreement Agenda Item 15
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 16
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 18
Ratification of special education Informal Dispute Resolution Case #013315 and Case #067414.	Settlement Agreements Agenda Item 19
Ratification of special education Settlement Agreement Case #2014120332.	Settlement Agreement Agenda Item 20
Extension of Agreement with Hollandia Dairy, Incorporated, (Hollandia) to provide milk and other dairy products, as needed by the District.	Extension Agreement – Hollandia Dairy Agenda Item 21
Amendment No. 2 to Agreement Bid No. 1314-20 for fence repairs and maintenance provided by Harris Steel Fence Company, Incorporated.	Amendment Agreement –Harris Steel Fence Co. Agenda Item 22

Advertise for bids for exterior painting of Palisades Elementary School.

**Advertise for Bid
Agenda Item 23**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 24**

Resignations, retirements, and employment of certificated personnel.

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

Certification that all temporary athletic coaches have met the qualifications and competencies required in Title V §5593, of the California Code of Regulations.

**Certification of
Temporary
Athletic Coaches
Agenda Item 26**

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Student Advisor Akhil Patel
ABSTAIN: None

Trustee Hanacek stated she pulled this item to publicly thank the Assistance League of Capistrano Valley for its continued support and partnership with District schools.

**ALCV Amendment
Agenda Item 11**

It was moved by Trustee Hanacek, seconded by Trustee Alpay, and motion carried by a 7-0 vote to approve Resolution No. 1415-14, Acceptance of the 2014-2015 Assistance League Contract Amendment No. 1 for Operation School Bell; Kids on the Block; Hands on Literacy; and Links To Learning.

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones,
McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Student Advisor Akhil Patel
ABSTAIN: None

Dawn Urbanek stated that the Leonard Foundation donates \$225K to Las Palmas Elementary School every year for class size reduction, but since the ACLU settlement in 2011 the classification for the donation is instructional materials and that is not right. Mrs. Urbanek also alerted the Board to an e-mail she received from a school, with a list of student names, regarding a pizza party for only students whose families had donated \$100.

**Donations
Agenda Item 17**

It was moved by Trustee Alpay, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve the donations of funds and equipment.

At 11:05 p.m. President Hatton-Hodson announced the Board would recess to closed session to address Agenda Item 3D, Conference with Labor Negotiators.

**Recess to Closed
Session**

The Board reconvened to open session at 11:25 p.m. and President Hatton-Hodson reported the following action taken in closed session:

**Report Out from
Closed Session**

Agenda Item #3 D – Conference with Labor Negotiators:

No action was taken.

It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to adjourn the meeting.

Adjournment

AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas,
Pritchard, and Reardon
NOES: None
ABSENT: Student Advisor Akhil Patel

President Hatton-Hodson announced the meeting adjourned at 11:25 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
5453	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	2,048.62
	93		Serv& Op/Fac Acq /SJHHS	2,048.63
5454	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	4,000.00
			2 Purchase Orders	\$8,097.25

EXHIBIT 12

Attachment 1

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2014-15 -----
 Board of Trustees Meeting.....MARCH 11, 2015

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
344199	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	83.16
344200		VOID	VOID	0.00
344201	1	PERMA-BOUND	InstMtls/Enterprs/FNMS	248.44
			InstMtls/Instrctn/FNMS	402.26
344202	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	646.92
344203		VOID	VOID	0.00
344204	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	4,393.76
344205	1	SCHOOL HEALTH CORPORATION	InstMtls/SEOthIns/Dstrctwd	166.31
344206	1	LEGOLAND	FieldTrp/Instrctn/Lobo	672.00
344207	1	SCHOOL HEALTH CORPORATION	InstMtls/SEOthIns/Dstrctwd	107.99
344208	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Bathgate	345.00
344209		VOID	VOID	0.00
344210	1	PC MALL GOV	InstMtls/Instrctn/Dstrctwd	224.38
344211	1	HEINEMANN	InstMtls/Instrctn/Dstrctwd	6,612.00
344212	1	FUN AND FUNCTION	SplsNonI/HlthServ/Dstrctwd	194.85
344213	1	APPLE COMPUTER INC	InstMtls/Instrctn/CapoHome	1,494.24
344214	1	APPLE COMPUTER INC	NonCapEq/Prsnl:HR/Dstrctwd	736.27
344215	1	SOCIAL THINKING PUBLISHING	InstMtls/SEOthIns/Dstrctwd	63.84
344216	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/LRMS	495.18
344217	1	MATH LEARNING CENTER	InstMtls/Instrctn/Dstrctwd	236.00
344218	1	TIMOTHY ADAMS & ASSOCIATES	Legal /SupvAdmn/Dstrctwd	4,000.00
344219	1	STRIEGL, KIMBERLY	Serv& Op/Spch Aud/Dstrctwd	10,500.00
344220	1	DENAULT'S HARDWARE	SplsNonI/Op:Grnds/Dstrctwd	3,000.00
344221	1	PACIFIC PEDIATRIC THERAPY INC	SplsNonI/HlthServ/Dstrctwd	427.36
344222	1	SCHOOL SERVICES OF CALIFORNIA	SplsNonI/Bus/Fisc/Dstrctwd	250.00
344223	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DHHS	548.35
344224	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	21.20
344225		VOID	VOID	0.00
344226	1	SCHOLASTIC INC	InstMtls/Instrctn/ArroyoMS	951.94
344227	1	PERMA-BOUND	K-12Text/Instrctn/CVHS	626.62
344228	1	PERMA-BOUND	K-12Text/Instrctn/SMS	2,847.74
344229	1	FOLLETT SCHOOL SOLUTIONS INC	K-12Text/Instrctn/ArroyoMS	489.13
344230	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/Instrctn/RH Dana	812.59
344231	1	SCHOOL MATE	InstMtls/Instrctn/Hiddn Hl	870.49
344232	1	PEARSON EDUCATION INC	InstMtls/Instrctn/RH Dana	532.46
344233	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/CVHS	3,377.62
344234	1	LAMPLINE LIGHTING	SplsNonI/Sch Adm /DHHS	89.91
344235	1	CAMCOR INC	InstMtls/Instrctn/OsoGrand	798.77
344236	1	NCS PEARSON INC.	SplsNonI/PsychSer/Dstrctwd	2,463.42
344237	1	ARTURO J. ADDEMAN	Rnt&Repr/Instrctn/VDMMS	3,851.00
344238	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	212.22
344239	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,252.10
344240	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,039.88
344241	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	926.69
344242	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	495.18

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MARCH 11, 2015

PO No.	Fund	Vendor	Description	Amount
344243	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	990.36
344244	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,216.73
344245	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,018.66
344246	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,266.25
344247	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,273.32
344248	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	537.62
344249	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	572.99
344250	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,004.51
344251	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,046.95
344252	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	742.77
344253	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	990.36
344254	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,237.95
344255	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	247.59
344256	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,556.28
344257	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	919.62
344258	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	459.81
344259	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	997.43
344260	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	700.33
344261	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	947.92
344262	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	954.99
344263	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,506.76
344264	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	721.55
344265	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	763.99
344266	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	481.03
344267	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	686.18
344268	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	778.14
344269	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	403.22
344270	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,641.17
344271	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,237.95
344272	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	693.25
344273	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	2,074.38
344274	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,630.80
344275	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	880.63
344276	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	978.48
344277	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	711.03
344278	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,546.00
344279	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,239.41
344280	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	665.37
344281	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	523.26
344282	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	379.62
344283	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	908.01
344284	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	754.11
344285	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	672.03
344286	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	359.10
344287	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	718.20
344288	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	882.36
344289	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	738.72
344290	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	918.27
344291	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	923.40
344292	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	389.88

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MARCH 11, 2015

PO No.	Fund	Vendor	Description	Amount
344293	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	415.53
344294	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	728.46
344295	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	759.24
344296	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	538.65
344297	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	718.20
344298	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	897.75
344299	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	179.55
344300	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,128.60
344301	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	666.90
344302	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	333.45
344303	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	723.33
344304	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	507.87
344305	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	687.42
344306	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	692.55
344307	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,092.69
344308	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	523.26
344309	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	554.04
344310	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	348.84
344311	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	497.61
344312	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	564.30
344313	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	292.41
344314	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,190.16
344315	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	677.16
344316	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	502.74
344317	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,631.34
344318	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,282.50
344319	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,220.94
344320	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	769.50
344321	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	559.17
344322	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,215.81
344323	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	974.70
344324		VOID	VOID	0.00
344325	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/Instrctn/San Juan	344.10
344326	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	21,624.00
344327	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	6,893.32
344328	1	NEW HAVEN SCHOOL	Residtl /NPS /Dstrctwd	14,280.00
			Sub MHBC/NPS /Dstrctwd	28,250.25
			Sub MHBC/PsychSer/Dstrctwd	28,250.25
			Sub RTC /NPS /Dstrctwd	6,100.00
344329	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	11,293.32
344330		VOID	VOID	0.00
344331	1	PAULOS, JAMES	Serv& Op/SuppSvcs/Dstrctwd	24,999.00
344332	1	DANNIS WOLIVER KELLEY	Legal /SuppSvcs/Dstrctwd	1,000.00
			Legal /Supt /Dstrctwd	10,000.00
344333	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	5,512.00
344334	1	CALIFORNIA WEEKLY EXPLORER INC	CnsltSvs/Instrctn/Crn Vlly	1,360.00
344335	1	ADVANCED KEYBOARD TECH INC	SpplsNonI/HlthServ/Dstrctwd	233.28
344336	13	STONHARD	LrgEquip/FoodServ/Dstrctwd	14,500.00
344337	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	2,400.54
344338	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	3,953.06

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MARCH 11, 2015

PO No.	Fund	Vendor	Description	Amount
344339	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,017.62
344340	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	195.70
344341	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	3,685.61
344342	1	CAMCOR INC	InstMtls/Instrctn/Chaparal	1,198.15
344343	1	CDWG Inc	InstMtls/SEOfhIns/Dstrctwd	271.21
344344	13	STONHARD	LrgEquip/FoodServ/CVHS	14,500.00
344345	1	PC MALL GOV	InstMtls/Instrctn/CVHS	1,791.00
344346	1	OCEAN INSTITUTE	FieldTrp/Instrctn/GrgWhite	4,050.00
344347	1	ENGINEERING IS ELEMENTARY	InstMtls/Instrctn/Dstrctwd	1,121.25
344348	1	WARDS MEDIA TECH	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/MFMS	364.20
344349	1	SMART & FINAL IRIS #399	SpplsNonI/Sch Adm /Hiddn Hl	400.00
344350	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	1,517.72
344351	13	CHEFS' TOYS	LrgEquip/FoodServ/Dstrctwd	5,075.52
344352	1	PRO-ED	InstMtls/SEOfhIns/Dstrctwd	51.87
344353	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	500.00
344354		VOID	VOID	0.00
344355	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	1,500.00
344356	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,887.84
344357	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	3,108.78
344358	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,672.38
344359	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	153.90
344360	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	2,898.45
344361	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	141.59
344362	1	EARTH NETWORKS	NonCapEq/Instrctn/Malcom	5,610.60
344363	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	244.08
344364		VOID	VOID	0.00
344365	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Grnds/Dstrctwd	4,661.00
344366		VOID	VOID	0.00
344367	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	50.00
344368	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus/Fisc/Dstrctwd	195.00
344369	1	STAFF DEVELOPMENT FOR EDUCATOR	Serv& Op/Instrctn/Our Savr	388.00
344370	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/M&OResOH/Dstrctwd	195.00
344371	1	COLLEGE BOARD - WRO	Conf:Ins/Instrctn/Dstrctwd	215.00
344372	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	32.00
			CnfrNonI/Supt /Dstrctwd	32.00
344373	1	VERNIER SOFTWARE	InstMtls/Instrctn/CVHS	366.32
344374	1	SCHOOL NURSE	SpplsNonI/Sch Adm /Hiddn Hl	30.50
344375	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Concordi	5,782.81
344376	1	BRAIN POP LLC	NonCapEq/Instrctn/MFMS	1,695.00
344377	1	HITT MARKING DEVICE	SpplsNonI/Sch Adm /SCHS	172.02
344378	1	LEARNING A-Z	Bks&Ref /Instrctn/San Juan	1,009.40
344379	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/CVHS	1,444.82
344380	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
344381	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
344382	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Marblehd	2,106.00
344383	1	CAMCOR INC	InstMtls/Instrctn/Wagon Wh	3,237.93
344384	1	CAMCOR INC	InstMtls/Instrctn/DHHS	399.38
344385	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Saf&Trng/Dstrctwd	313.04
344386	1	VERIZON WIRELESS	SpplsNonI/PuplTran/Dstrctwd	145.74

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2014-15 -----
 Board of Trustees Meeting.....MARCH 11, 2015

PO No.	Fund	Vendor	Description	Amount
344387	1	CAMCOR INC	InstMtls/Enterprs/NHMS	1,464.09
344388	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	1,000.00
344389		VOID	VOID	0.00
344390	1	THE TOLL ROADS	SpplsNonI/PuplTran/Dstrctwd	2,000.00
344391	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	378.45
344392	1	CA FACILITY SPECIALTIES	NonCapEq/CurAthlt/SCHS	1,203.00
344393	1	HEAD PENN RACQUET SPORTS	InstMtls/Instrctn/Dstrctwd	10,589.32
344394	1	REPAIRZOOM	InstMtls/Instrctn/Las Palm	129.59
344395	1	BSN SPORTS	InstMtls/CurAthlt/SCHS	1,960.18
344396	1	SPORTS FACILITIES GROUP INC	NonCapEq/CurAthlt/SCHS	2,246.40
344397	1	REAL VOLLEYBALL	InstMtls/CurAthlt/SCHS	1,461.27
344398	1	SPORT CHALET	Rnt&Repr/CurAthlt/SCHS	1,865.99
344399	1	MR. M'S WORLD	InstMtls/Instrctn/FNMS	2,500.00
344400		VOID	VOID	0.00
344401	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Benedict	36,375.00
344402	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SupvAdmn/Dstrctwd	24.50
344403	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	249.92
344404	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/Las Palm	112.32
344405	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			SpplsNonI/Sch Adm /CVHS	207.36
344406	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	135.54
			InstMtls/Instrctn/FNMS	230.58
344407	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	108.00
344408	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Concordi	24.50
344409	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	300.00
			InstMtls/Instrctn/Concordi	27.00
344410	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	271.21
344411	1	HOWARD TECHNOLOGY SOLUTIONS	SpplsNonI/SupvAdmn/Dstrctwd	24.50
344412	1	JOHNSON HEALTH TECH N AMERICA	NonCapEq/Instrctn/LRMS	9,072.00
344413	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	12,052.80
344414	1	CDWG Inc	InstMtls/Instrctn/Marblehd	15,732.52
344415	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/DHHS	122.50
344416	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Marblehd	1,421.00
344417	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /Tesoro	334.80
344418	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/CVHS	4,017.60
344419	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/Sch Adm /AVMS	1,433.16
344420	68	ACCESS TECHNOLOGY SOLUTIONS	SpplsNonI/Enterprs/Dstrctwd	657.60
344421		VOID	VOID	0.00
344422	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	5,743.91
344423	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	840.00
344424	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	780.00
344425	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	20,210.00
344426	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Marblehd	405.00
344427	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Palisade	495.18
344428	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/CanViste	353.70
344429	1	CAMCOR INC	InstMtls/Instrctn/LF Elem	1,640.39
344430	1	PC & MACEXCHANGE	InstMtls/Instrctn/LF Elem	557.28
344431	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/FNMS	102.47
344432	1	CAMCOR INC	InstMtls/Instrctn/HankeyMS	4,880.30

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....MARCH 11, 2015

PO No.	Fund	Vendor	Description	Amount
344433	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /LF Elem	408.24
344434	11	MCGRAW-HILL SCHOOL EDUCATION	Serv& Op/Instrctn/Dstrctwd	418.52
344435	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	32.62
344436	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,012.31
344437		VOID	VOID	0.00
344438	13	CHEFS' TOYS	LrgEquip/FoodServ/Dstrctwd	3,045.45
344439	1	SPINITAR	InstMtls/Instrctn/San Juan	886.08
344440	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	417.00
344441	11	EDUCATIONAL TESTING SERVICE	InstMtls/Instrctn/Dstrctwd	1,085.50
344442	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	672.58
344443	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	2,267.24
344444	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	1,146.96
344445	1	WAXIE	St Rcpts/Undesig /Dstrctwd	425.09
344446	1	FISKE, CRAIG AND MARY	Serv& Op/Spch Aud/Dstrctwd	2,080.00
344447	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOthIns/Dstrctwd	237.72
344448	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOthIns/Dstrctwd	237.72
344449	1	FISKE, CRAIG AND MARY	Serv& Op/Spch Aud/Dstrctwd	10,130.00
344450	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	897.00
344451	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	387.04
344452	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	205.15
344453	1	NCS PEARSON INC.	SpplsNonI/PsychSer/Dstrctwd	361.83
344454	1	DICK BLICK WEST	InstMtls/Instrctn/Dstrctwd	276.09
344455	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	295.00
344456	1	CAMCOR INC	InstMtls/Instrctn/SCHS	1,093.50
344457	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/DHHS	901.54
344458	1	WARDS MEDIA TECH	NonCapEq/Instrctn/San Juan	1,328.40
344459	1	SCHOOL SPECIALTY	InstMtls/Instrctn/DHHS	208.40
344460	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/ANHS	204.94
			250 Purchase Orders	\$590,595.08

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206258	STATE BD EQUALIZATION	PV-152906	3,278.00
206259	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	79,704.34
206260	MEBA C/O	PO-341533	3,779,122.61
206261	OCEANVIEW SCHOOL	PO-340459	2,452.00
		PO-340461	3,540.00
		PO-340463	2,908.00
		PO-340465	1,908.00
		PO-340466	1,272.00
		PO-340467	3,180.00
		PO-340469	2,968.00
		PO-340570	3,180.00
		PO-340694	2,658.00
		PO-340696	3,420.00
		PO-340698	3,540.00
		PO-341088	2,300.00
		PO-342282	2,968.00
		PO-342283	1,272.00
		PO-342342	3,388.00
		PO-342813	636.00
		PO-342925	660.00
		PO-342926	2,968.00
		PO-343806	3,480.00
206262	BELLANTE, ROZ D	PV-152903	688.50
206263	FRESNO COUNTY OFFICE OF EDUC	PO-344089	287.38
206264	PETTEY, STEPHANIE	PV-152907	335.21
206265	SAN BERNARDINO CNTY SUPER SCHL	PO-344090	350.00
206266	ALPINE ACADEMY	PO-340472	11,535.70
206267	AUGUSTIN EGELSEE LLP	PO-343918	6,000.00
206268	BARNES, TIM & MARY	PO-343464	1,252.52
206269	BERRY, SCOTT AND/OR JAIME	PO-340790	982.80
206270	BOYS TOWN CALIFORNIA INC.	PO-343550	11,921.52
206271	CATHEDRAL HOME FOR CHILDREN	PO-343507	13,750.00
206272	DEVEREUX CLEO WALLACE	PO-341246	13,111.64
206273	EBBING, CURTIS AND/OR MARYAM	PO-340557	596.96
206274	ERTLE, DONNA	PO-343352	227.61
206275	GOODWILL INDUSTRIES OF ORANGE	PO-340166	375.00
206276	HEAR NOW DBA ABRAMSON	PO-340165	2,125.00
206277	HERITAGE SCHOOLS INC	PO-340693	11,061.00
206278	HOWES, JODEEN AND/OR JEREMY	PO-343980	708.00
206279	JAMIESON, MARIZA AND/OR RON	PO-343978	259.44
206280	JEPSEN, CLINT AND/OR KATIE	PO-343979	615.36
206281	KARPUS, DAVID AND MARY	PO-341230	958.95
206282	KIDS INSTITUTE FOR DEVELOPMENT	PO-343805	2,700.00
206283	MARDAN CENTER OF ED	PO-343926	11,180.00
206284	MINGUS MOUNTAIN ACADEMY	PO-343925	3,057.00

Attachment 2

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206285	NEW HAVEN YOUTH & FAMILY	PO-342020	4,619.55
		PO-342281	938.00
		PO-343509	507.70
206286	NSI ACADEMY	PO-341042	9,319.00
206287	OLIVE CREST ACADEMY CANAL ELEM	PO-341046	3,615.00
		PO-341047	3,585.00
		PO-341087	3,375.00
		PO-341251	4,800.00
		PO-343162	3,525.00
		PO-343582	3,615.00
206288	SANDY BARNES	PO-342165	630.67
206289	VON KANEL, ALFRED & SHELLEY	PO-343973	35,000.00
206290	WERTHEIMER-GALE & ASSOCIATES	PO-341247	94.90
		PO-341249	218.40
		PO-341606	78.00
		PO-341917	118.50
206291	WIELATH, JOSEPH AND/OR LIVIA	PO-340792	500.00
206292	COAST TO COAST SOCCER	PO-342814	1,000.00
206293	HARBOTTLE LAW GROUP	PO-342757	6,455.30
206294	NAVIANCE INC	PO-343793	397.09
206295	PROFESSIONAL TUTORS OF AMERICA	PO-342144	330.00
206296	SYLVAN LEARNING CTR OF LAGUNA	PO-342880	4,136.00
206297	SYLVAN LEARNING OF M.V.	PO-342825	1,617.06
206298	AT&T	PO-343724	56.55
206299	CLASSROOM DIRECT/SCHOOL	PO-343871	32.36
206300	FRANK'S MARKETS, A CA CORP.	PO-341940	9.15
206301	MERCURY DISPOSAL SYSTEM INC	PO-340306	69.00
206302	MHS	PO-343970	1,483.49
206303	MOBILE COMM REPAIR INC	PO-344152	42.12
206304	NASCO WEST	PO-343487	21.69
		PO-343850	25.48
		PO-343873	1,701.53
206305	NUMOTION	PO-342999	242.03
206306	NVB PLAYGROUNDS INC.	PO-343702	754.00
206307	OFFICE DEPOT	PO-340317	511.71
		PO-342189	430.49
		PO-342263	638.09
		PO-342702	174.80
		PO-343813	41.96
		PO-343865	46.08
206308	ONE STOP BINDERY	PO-340091	25.00
206309	ORANGE COUNTY REGISTER	PO-344135	192.24
206310	PAXTON/PATTERSON	PO-343846	145.15
206311	PHONAK INC	PO-343858	234.39
206312	PRINT & FINISHING SOLUTIONS	PO-341427	134.73

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206313	SCHOLASTIC INC	PO-344114	48.00
206314	SELECT EQUIPMENT SALES INC	PO-343923	1,290.51
206315	STARFALL EDUCATION	PO-343959	135.00
206316	TRIPLE A PUMPING & JETTING	PO-340740	2,437.00
206317	ULINE	PO-340102	208.88
206318	VERNIER SOFTWARE	PO-343665	3,421.08
206319	VERNON LIBRARY SUPPLIES INC	PO-343932	62.88
206320	WAL MART COMMUNITY/RFCSLLC	PO-341930	78.97
		PO-343190	20.12-
206321	WAXIE	CM-150131	27.01-
		CM-150132	10.80-
		CM-150133	30.00-
		CM-150134	29.76-
		CM-150135	21.30-
		CM-150136	46.61-
		CM-150137	24.95-
		CM-150138	136.23-
		CM-150139	392.56-
		PO-340385	15,882.31
206322	WAL MART COMMUNITY/RFCSLLC	PO-342054	40.32
206323	WAL MART COMMUNITY/RFCSLLC	PO-341416	22.25
206324	OFFICE DEPOT	PO-340432	31.95
206325	OFFICE DEPOT	PO-340432	31.95
206326	OFFICE DEPOT	PO-340432	31.95
206327	CITY OF SAN JUAN CAPISTRANO	PO-340355	1,373.19
206328	CONSOLIDATED ELECT DISTR	PO-340363	2,640.22
206329	MAIER INTERNATIONAL INC	PO-342584	30,294.46
206330	MOULTON NIGUEL WATER	PO-340357	3,944.07
206331	SAN DIEGO GAS & ELECTRIC	PO-340354	58,434.42
206332	SO CAL GAS CO	PO-340371	11,278.78
206333	PALI MOUNTAIN INSTITUTE	PO-342709	15,800.00
206334	CHOWDHURY, REHANA	PV-152889	17.00
206335	SNYDER, SARAH	PV-152890	101.20
206336	WATERBURY, NILSA	PV-152891	31.56
206337	BARNARD, ERIC & JENNIFER	PV-152892	91.79
206338	CASTREJON, DANIEL & GUADALUPE	PV-152893	560.00
206339	CUHADAROGLU, MEHMET OR BELGIN	PV-152894	914.25
206340	FINCH, JASON/NICOLETTE	PV-152895	170.43
206341	FLORENTINO, EFREN & SHAYLEE	PV-152896	173.88
206342	GABRIEL, LOUIS & DIANA	PV-152897	320.62
206343	MILLER, JEREMY & SUMMER	PV-152898	164.22
206344	O'LEARY GUTIERREZ, MARIA	PV-152899	118.11
206345	OSBORNE, RICHARD & DAYNA	PV-152900	160.08
206346	REDING, CLARE & SHAD	PV-152901	53.82
206347	SAFETY-KLEEN SYSTEMS INC	PO-341519	927.62

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206348	1ST JON	PO-340727	416.40
206349	AARDVARK CLAY	PO-340421	113.62
206350	APPLE COMPUTER INC	PO-344043	105.84
206351	ASSOC BUSINESS PRODUCTS	PO-340994	147.80
206352	BAVCO	PO-340293	1,462.00
206353	BEACH CITIES GLASS INC	PO-341135	658.44
206354	BEE MAN	PO-341733	597.00
206355	BIOMETRICS4ALL INC	PO-341855	59.25
206356	BUSWEST	PO-340587	1,260.15
206357	CAMCOR INC	PO-343982	497.72
		PO-343990	976.06
206358	CAPISTRANO GOLF CARS	PO-343629	4,517.57
206359	CDW GOVERNMENT	PO-343525	50.00
206360	CENGAGE LEARNING	PO-342274	7,999.83
		PO-343455	7,389.90
206361	CHEVROLET OF IRVINE	PO-341539	333.18
206362	CLEAN SOURCE	PO-342561	97.11
206363	COMMERCIAL AQUATIC SERVICES	PO-340374	264.00
206364	COMPLETE OFFICE OF CA	PO-340073	179.59
		PO-340080	306.98
		PO-340083	58.29
		PO-341226	86.35
206365	EASTBAY INC	PO-343652	553.76
206366	FACEFIRST INC	PO-343285	651.10
206367	FLINN SCIENTIFIC INC	PO-343498	1,170.81
		PO-343675	686.29
		PO-343848	232.23
206368	GANAHL LUMBER	PO-340360	46.81
206369	GOPHER ATHLETIC/SPORTS	PO-343782	1,327.31
206370	IMAGINE LEARNING INC	PO-343497	24,300.00
206371	IPC USA	PO-340603	4,227.59
206372	KELLY PAPER COMPANY	PO-340088	2,208.12
206373	LAWNMOWERS ETC	PO-343921	9,587.17
206374	LAKESHORE LEARNING MATLS	PO-341420	222.74
206375	COUNTY OF ORANGE	PO-343898	312.00
206376	DEPARTMENT OF JUSTICE	PO-341750	3,536.00
206377	HOWARD TECHNOLOGY SOLUTIONS	PO-343522	2,940.00
		PO-343639	735.00
		PO-343657	73.50
		PO-343777	980.00
		PO-343836	980.00
206378	LEGOLAND CALIFORNIA RESORT	PO-344206	672.00
206379	MISSION SAN JUAN CAPISTRANO	PO-342856	858.00
		PO-343153	620.00
		PO-344171	450.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206380	OCEAN INSTITUTE	PO-344159	810.00
		PO-344160	810.00
206381	SADDLEBACK VLY SCH DIST	PO-343283	1,035.00
		PO-344041	1,368.00
206382	XEROX CORPORATION	PO-341429	25,395.30
		PO-341430	21,928.56
		PO-341520	51,455.52
		PO-341640	109,656.06
206383	CITY OF SAN JUAN CAPISTRANO	PO-340355	819.01
206384	FACILITIES PROTECTION SYSTEMS	PO-334983	882.00
206385	HARRIS STEEL FENCE CO. INC.	PO-342184	8,377.00
206386	PACIFIC PLUMBING COMPANY OF	PO-341695	14,149.81
206387	PACIFIC ROOFING SYSTEMS	PO-342521	20,108.00
206388	SAN DIEGO GAS & ELECTRIC	PO-340354	139,815.04
206389	SANTA MARGARITA WATER	PO-340353	1,390.46
206390	SO CAL GAS CO	PO-340371	15,357.07
206391	SO COAST WATER DIST	PO-341629	2,340.51
206392	SOUTHERN CALIFORNIA EDISON	PO-340370	48,030.21
206393	WEST COAST ARBORISTS INC.	PO-341312	9,626.00
		PO-343182	5,055.00
206394	WLC ARCHITECTS INC	PO-343943	3,505.58
206395	SCHOOL FACILITY CONSULT	PV-152944	6,791.25
206396	BLUNK, SELMA & DARRYL	PO-343044	612.50
206397	PASSARO, DR. PERRY DAVID	PO-343791	1,750.00
206398	CASBO	PO-341912	345.00
206399	DELFOSE, MICHAEL	PV-152968	340.00
206400	FOSTER, KARIN	PV-152936	430.64
206401	HAUSCHILD, WENDIE	PV-152952	26.32
		PV-152965	79.52
206402	HOLLIDAY, SUSAN	PV-152942	330.10
206403	LUEHE, CHRISTOPHER	PV-152937	51.21
206404	NGUYEN, DANG	PV-152935	195.00
206405	PAPA	PO-344147	200.00
206406	PILLOT, MICHELLE	PV-152964	220.00
206407	PIPER, VANESSA	PV-152966	64.98
206408	SARGENT, CHRISTINA	PV-152940	341.92
206409	VITAL, KIRSTEN M.	PV-152941	130.50
206410	BESTGEN, MARY	PO-340419	1,066.66
206411	BIO-ACOUSTICAL ENG CORP	PO-340214	28,400.00
206412	DEPT OF GENERAL SERVICES	PO-343797	8,404.00
206413	A Z BUS SALES INC	PO-340735	2,181.81
206414	ACT COMPUTER SERVICES	PO-343150	9,600.00
206415	ADVANTAGE IMAGING SUPPLY	PO-343544	538.10
206416	ALISO NIGUEL AUTO CARE	PO-340255	3,184.18
206417	AMS.NET INC	PO-343672	6,983.46

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206418	APPLE COMPUTER INC	PO-343843	4,893.84
		PO-343885	412.32
		PO-343886	358.32
		PO-343887	466.32
		PO-343901	1,492.92
		PO-344009	412.32
		PO-344010	304.32
206419	BACH CO	PO-343786	1,831.68
206420	BERTRANDS HORN IMPROVEMENT	PO-340194	359.54
206421	BLAIRS TOWING INC	PO-341604	750.00
206422	BUSWEST	PO-340587	67.71
206423	C D T INC.	PO-340346	150.00
206424	CAL-STATE AUTO PARTS INC	PO-340254	886.22
206425	CAMCOR INC	PO-344108	331.81
206426	CDW GOVERNMENT	PO-340072	365.15
206427	CHEVROLET OF IRVINE	PO-341539	65.29
206428	CINTAS CORP #640	PO-340189	478.98
		PO-341564	453.54
		PO-341650	1,068.68
		PO-341651	241.81
206429	CINTAS FIRST AID & SAFETY	PO-341852	587.09
206430	COMMUNICATIONS USA	CM-150140	280.27-
		PO-343721	1,030.33
		PO-343922	96.75
206431	COMPLETE OFFICE OF CA	PO-340024	30.22
		PO-340083	115.25
		PO-340437	91.25
		PO-341226	259.34
206432	CROWN VALLEY TRANS	PO-340365	473.00
206433	DBQ PROJECT, THE	PO-342608	351.00
206434	DELL MARKETING L P	PO-340077	409.26
		PO-343123	123.92
		PO-343430	21,623.72
		PO-343674	742.96
		PO-344002	661.74
206435	DENAULT'S HARDWARE	PO-341853	813.18
206436	DENAULT'S HARDWARE	PO-340297	73.42
206437	EAI EDUCATION	PO-343904	299.00
206438	ENGINEERING IS ELEMENTARY	PO-343875	124.12
206439	EVERYTHING MEDICAL LLC	PO-343733	179.00
206440	FRICTION MATERIALS CO.	PO-340301	1,380.67
206441	GOPHER ATHLETIC/SPORTS	PO-341011	250.75
206442	HAWTHORNE EDUC SERV	PO-343971	440.00
206443	HEADSETS.COM	PO-344133	462.83

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206444	HEINEMANN PUBLISHING	PO-343722	2,610.01
		PO-343723	2,610.01
206445	HIRSCH PIPE & SUPPLY	PO-340361	3,961.67
206446	INSIGHT SYSTEMS EXCHANGE	PO-343638	721.44
		PO-343894	16,953.84
		PO-343902	732.26
		PO-344012	360.72
206447	INTERSTATE BATTERIES	PO-340545	1,279.18
206448	J W PEPPER & SON INC	PO-343321	88.63
		PO-344110	13.01
206449	KELLY PAPER COMPANY	PO-340088	667.27
206450	KENNYS AUTO UPHOLSTERY	PO-340553	265.00
206451	LAKESHORE LEARNING MATLS	PO-343912	3,208.64
206452	LIBERTY CLASSICS INC	PO-343881	176.95
206453	MAACO COLLISION REPAIR & AUTO	PO-340546	249.60
206454	MARKERBOARD PEOPLE	PO-343908	597.00
206455	MAYER-JOHNSON	PO-343890	409.00
206456	MERCURY DISPOSAL SYSTEM INC	PO-340306	246.00
206457	MOBILE COMM REPAIR INC	PO-343991	816.48
206458	MOBILE FLEET WASH	PO-340548	955.50
206459	NASCO WEST	PO-344028	290.52
206460	NCS PEARSON, INC.	PO-343968	1,479.17
206461	NEW PIG	PO-340778	1,106.07
206462	O'REILLY AUTOMOTIVES INC	PO-342186	491.41
206463	PATHWAY COMMUNICATIONS LTD.	PO-343744	113.74
206464	PC MALL GOV	PO-343812	1,121.90
206465	PERMA-BOUND	PO-343391	2,166.91
206466	PRO-ED	PO-343969	341.00
206467	QUALITY TOWING	PO-340669	71.00
206468	RINCON TRUCK CENTER INC	PO-340738	929.92
206469	SAFETY-KLEEN SYSTEMS INC	PO-341518	889.14
206470	SCHOOL HEALTH CORPORATION	PO-343867	223.36
		PO-343868	152.95
206471	SEHI COMPUTER	PO-340075	408.24

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206472	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340016	2,651.09
		PO-340018	79.47
		PO-340020	22.00
		PO-340085	51.47
		PO-340086	145.66
		PO-340087	97.40
		PO-340089	86.38
		PO-340266	50.32
		PO-340425	161.13
		PO-340434	126.63
		PO-340435	559.19
		PO-340444	1,118.40
		PO-340445	170.20
		PO-340464	70.66
		PO-340471	153.09
		PO-340477	109.15
		PO-340525	114.12
		PO-340526	251.49
		PO-340527	39.39
		PO-340536	433.34
		PO-340537	25.33
		PO-340563	1,715.89
		PO-340564	249.87
		PO-340565	218.69
		PO-340566	263.23
		PO-340620	340.97
		PO-340621	289.01
		PO-340622	402.80
		PO-340667	98.50
		PO-340671	192.63
		PO-340754	1,089.73
		PO-340763	270.27
		PO-341093	497.78
		PO-341094	56.97
		PO-341407	15.20
		PO-341437	127.70

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206473	SOUTHWEST SCHOOL SUPPLY	PO-341542	336.25
		PO-341619	372.96
		PO-341624	327.87
		PO-341671	186.82
		PO-341672	34.12
		PO-341814	228.90-
		PO-341844	250.69
		PO-341893	227.97
		PO-341985	29.18
		PO-342623	99.93
		PO-342745	1,070.97
		PO-342800	80.57
		PO-342957	11.61
		PO-343105	122.06
		PO-343179	529.32
		PO-343325	421.20
		PO-343409	79.65
		PO-343463	223.37
		PO-343640	111.13
		PO-343732	2,300.40
		PO-343863	215.14
		PO-343900	248.72
		PO-344029	49.66
		PO-344051	164.62
206474	SPARKLETTS	PO-340081	29.83
		PO-341358	7.74
		PO-341359	17.28
		PO-341691	31.88
		PO-342232	15.48
206475	THE PAINT STORE	PO-340551	88.41
206476	TIFCO INDUSTRIES	PO-340680	1,570.80
206477	UPS FREIGHT	PO-344197	1,174.87
206478	VERNON LIBRARY SUPPLIES INC	PO-343765	62.88
206479	WESTERN PUMP	PO-340783	4,568.19
206480	WOODBURN PRESS	PO-343952	185.26
		PO-343955	185.26
206481	SOUTHWEST SCHOOL SUPPLY	PO-341091	55.70
		PO-341092	507.15
206482	SPARKLETTS	PO-341107	1.06
206483	DEMORA, DEBORA	PV-152945	89.52
206484	GALL, GABRIELLA	PV-152946	11.66
206485	JOCHAM, SARA	PV-152947	10.98
206486	KALIN, KEEGAN	PV-152948	16.00
206487	MARTIN, LINDA	PV-152949	24.15
206488	UNITED STATES TREASURY	PV-152950	66.70

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206489	YOGI, STACY	PV-152951	10.50
206490	ANTONIUS, LYNDA	PV-152953	33.35
206491	CARBAJAL ELLIOT, EVANGELINE	PV-152954	54.05
206492	CHAVEZ, MAGGIE	PV-152955	48.30
206493	CHOI, EUN YOUNG	PV-152956	179.40
206494	GLASSEN, NINA	PV-152957	84.53
206495	GOLDBECK, MELISSA	PV-152958	142.60
206496	GRAY, LISA	PV-152959	288.08
206497	HAACK, KATHI	PV-152960	123.05
206498	HACKER, COLIN	PV-152961	143.18
206499	HARVEY, LAUREN	PV-152969	113.28
206500	HERNANDEZ, REAGAN	PV-152971	75.90
206501	JONES, JOSEPH	PV-152972	195.50
206502	KELLMAN, KATHLEEN	PV-152973	176.53
206503	KLISTER, PAMELA	PV-152974	70.73
206504	MALONE, JULEE	PV-152975	366.28
206505	METTERT, LISA M	PV-152976	127.65
206506	PLACE, SUSAN	PV-152977	17.25
206507	PRIMICIAS, MELISSA	PV-152978	57.50
206508	SELIKSON, DEBBIE	PV-152979	72.45
206509	WANDERS, MICHELLE	PV-152980	67.28
206510	WEBSTER, ANNE	PV-152981	86.25
206511	WENTZEL, KORY	PV-152982	135.70
206512	YOTA, DENISE	PV-152983	48.88
206513	HAMIDI, AURORA	PV-152963	8.05
206514	HARMAN, NANCY	PV-152967	124.20
206515	HAYES, NATALIE	PV-152970	108.10
206516	260-PRAXAIR DISTRIBUTION INC.	PO-342187	50.00
206517	MCGRAW-HILL SCHOOL EDUCATION	PO-341713	772.93
206518	NASCO WEST	PO-344120	68.47
206519	ONE STOP BINDERY	PO-340091	675.00
206520	PRUDENTIAL OVERALL SUP	PO-341423	65.72
206521	REEL LUMBER	PO-342254	578.49
206522	REPAIRZOOM	PO-344102	112.31
206523	RUSSELL SIGLER INC.	PO-341742	3,475.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206524	SMART & FINAL	-	
		PO-340023	97.89
		PO-340576	275.96
		PO-340577	217.47
		PO-340725	672.81
		PO-341927	122.47
		PO-342063	26.63
		PO-342162	148.86
		PO-342398	178.27
		PO-342808	164.83
		PO-343045	76.31
		PO-343082	414.69
		PO-343243	89.53
		PO-343251	123.39
		PO-343258	774.23
		PO-343346	205.00
		PO-343565	563.64
206525	SMART & FINAL	PO-343565	521.80
		PO-343588	487.00
		PO-343685	95.47
		PO-343688	61.62
		PO-343731	95.90
206526	SPECTRASONICS	PO-343431	3,775.02
206527	SPICERS PAPER CO	PO-340090	2,179.79
206528	TUTTLE-CLICK FORD	PO-340733	953.83
		PO-344140	122.75
206529	WATERLINES TECHNOLOGIES INC	PO-341773	1,484.89
		PO-342058	637.72
206530	WESTERN GRAPHIX	PO-341749	223.60
206531	WESTERN ILLUMINATED PLASTIC	PO-341193	1,273.86
206532	BENE, CHERI	PV-152984	121.33
206533	BLEY, ELIZABETH	PV-152985	129.77
206534	BOLLA, BRENDA	PV-152987	108.10
206535	BRUNTON, MICHELLE	PV-152988	93.73
206536	BUNYAN, JAMIE	PV-152989	87.98
206537	CREED, KENDRA	PV-152991	40.25
206538	CUNNINGHAM, CHADWICK	PV-152992	94.88
206539	DYE, JANETTE	PV-152993	90.85
206540	ELLIS, SHAWNA	PV-152994	80.50
206541	ENGELSON, EMILY	PV-152995	181.70
206542	FINNSSON, JAMIE	PV-152996	56.93
206543	FISCHER, VALERY	PV-152997	44.85
206544	FREY, DEBORAH	PV-152998	82.80
206545	HAAPALA, LYNDSEY	PV-152999	25.30
206546	HAUSCHILD, WENDIE	PV-153000	10.93

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206547	HENRY, LISA	PV-153001	31.63
206548	HERTZ, JANA	PV-153002	25.88
206549	INFANTE, MARIA CECILIA	PV-153004	144.90
206550	JARRARD, LISA P	PV-153005	10.35
206551	KAROLYS, ANDREA	PV-153006	88.55
206552	KERINS, TRACY	PV-153007	40.83
206553	LITTLE, KELLIE	PV-153008	224.83
206554	MARCUS, BRUCE	PV-153009	132.25
206555	NIXON, ROBYN	PV-153010	13.80
206556	PERSALL, BRIAN	PV-153011	2.30
206557	PROODIAN, DAVID	PV-153012	13.80
206558	SCHREIMAN, COURTNEY	PV-153013	52.90
206559	SHAH, RANA	PV-153014	119.60
206560	TURNER, JASON	PV-153015	72.45
206561	VILCEK, JULIE	PV-153016	34.50
206562	WEINELL, CAROL	PV-153017	97.18
206563	WISEMAN, HOLLY	PV-153018	87.40
206564	YOUNG, JENNA	PV-153019	28.75
206565	HOCHGESANG, BARBARA	PV-153003	8.05
206566	COPE, MARY	PV-152990	151.23
206567	BANDA, NORMA	PV-153026	360.43
		PV-153029	397.20
206568	FARRO, GINA	PV-153024	40.75
206569	FOX, JAMES H.	PV-153025	92.00
206570	MCLENNAN, SHELLEY	PV-153023	1,752.36
206571	OHMER, MITCHELL W	PV-153028	64.00
206572	US BANK-PARS#6746022400	PO-340225	9,973.05
206573	WALKER, JOHN	PV-153022	354.78
206574	WATSON, CHARLA	PV-153027	944.40
206575	CORVEL CORPORATION	PO-340329	117,145.70
206576	DEPT OF INDUSTRIAL RELATIONS	PV-153021	62,572.57
206577	BB&T-JOHN BURNHAM INS SERVICES	PO-343953	50.00
206578	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	75,530.53
206579	CHLIC-CHICAGO	PO-340304	29,802.13
		PO-340307	15,930.00
206580	CAPISTRANO UNIFIED SCH DIST	PO-340330	24,460.65
206581	ALTERNATIVE COMM SVCS	PO-341443	1,040.00
		PO-342026	1,404.00
206582	BUSINESS INTERPRISE	PO-340161	2,061.25
206583	CRARY, BRENDA	PO-340206	2,755.20
206584	DEVEREUX TEXAS TREATMENT	PO-341666	578.20
		PO-341918	13,217.43
206585	DEVEREUX TEXAS TREATMENT	PO-340703	19,477.68
206586	GARCIA, IRMA R.	PO-340205	3,631.80
206587	HAGOP AND HAYA SAKADJIAN	PO-341164	373.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206588	JENNIFER TONEY SPEECH	PO-343977	11,083.00
206589	JEPSEN, CLINT AND/OR KATIE	PO-343979	692.28
206590	KRANTZ, TRICIA	PO-340207	2,215.80
206591	MARDAN CENTER OF ED	PO-340474	3,096.00
		PO-340814	2,924.00
		PO-341044	3,096.00
		PO-341045	2,924.00
		PO-343098	2,752.00
		PO-343160	3,096.00
		PO-343926	2,924.00
206592	MAXIM HEALTHCARE SERVICES	PO-342783	756.00
206593	MC ILVAIN, PATRICK & STEPHANIE	PO-341400	1,757.84
206594	MINGUS MOUNTAIN ACADEMY	PO-343925	9,069.00
206595	MOLDAUER, PAMELA S.	PO-340221	2,460.00
206596	MONICA LEE COPELAND	PO-342861	7,276.09
206597	MOORE, BETH	PO-340162	2,520.00
206598	NEW HAVEN YOUTH & FAMILY	PO-342020	1,421.40
		PO-342284	1,613.36
		PO-343161	5,251.64
		PO-343789	586.64
		PO-343808	1,206.45
		PO-343809	1,135.48
		PO-344057	3,959.92
		PO-344058	4,400.00
206599	NSI ACADEMY	PO-341042	9,319.00
206600	ORANGE COUNTY THERAPY SERVICE	PO-340204	8,320.00
206601	PARADIGM HEALTH CARE SERVICES	PO-343159	13,606.53
206602	RUSSO FLECK & ASSOCIATES	PO-342755	546.00
206603	SHACK-LAPPIN, CAROL	PO-340220	5,015.00
206604	SOLIANT HEALTH INC	PO-342344	5,661.50
		PO-343214	4,472.25
206605	STAFFREHAB	PO-342145	350.00
206606	WESTSHIELD ADOLESCENT SERVICES	PO-340185	3,162.84
206607	WIELATH, JOSEPH AND/OR LIVIA	PO-340792	394.47
206608	WINGARD, RICHARD AND LORENA	PO-341402	500.00
206609	AMERICAN ASSOC OF PHYSICS	PO-343883	626.00
206610	CASBO	PO-343762	295.00
206611	CASBO/CENTINELA SOUTH BAY C/O	PO-343513	90.00
206612	CHURCHFIELD, LYNNE	PV-153038	400.00
206613	CSBA	PO-343367	598.00
206614	FOUNDATION FOR EDUCATIONAL	PO-342893	545.00
206615	PUBLIC INFO RESOURCES INC	PO-343059	229.00
206616	SCHOOL SERVICES OF CALIF	PO-343060	195.00
		PO-343541	1,560.00
		PO-343608	1,365.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206617	BARBER & GONZALES CONSULTING	PO-342011	2,648.73
206618	BESTGEN, MARY	PO-340419	533.33
206619	CATAPULT LEARNING WEST LLC	PO-342818	2,095.00
206620	CONVERSA INCORPORATED	PO-342300	4,200.00
206621	HARBOTTLE LAW GROUP	PO-342757	9,848.27
206622	KEY DATA SYSTEMS	PO-343225	8,125.00
206623	PROFESSIONAL TUTORS OF AMERICA	PO-342879	1,972.00
206624	YMCA OF ORANGE COUNTY	PO-343227	8,100.00
206625	STROUD, KEITH R	PO-342040	602.00
206626	A Z BUS SALES INC	PO-340735	450.00
206627	ACADEMIC THERAPY PUBL	PO-344063	237.60
206628	ALISO NIGUEL AUTO CARE	PO-340255	423.65
206629	AUTO SHOP EQUIP CO INC	PO-340785	636.98
206630	B & H PHOTOGRAPHY	PO-343784	9,045.77
		PO-343869	3,052.42
		PO-344145	599.50
206631	BATTERIES PLUS	PO-340996	906.87
206632	BRINKS INC.	PO-340489	165.02
206633	BUYEXTRAS.COM	PO-344106	69.08
		PO-344115	85.64
		PO-344149	117.25
206634	CAL-STATE AUTO PARTS INC	PO-340254	429.11
206635	CAMCOR INC	PO-343987	820.19
		PO-344125	165.90
		PO-344127	488.03
		PO-344129	4,792.60
		PO-344132	410.09
206636	CDW GOVERNMENT	PO-343778	10,848.29
		PO-343837	7,497.61
		PO-344050	10,305.87
206637	COMPLETE OFFICE OF CA	PO-340079	60.85
		PO-340437	206.12
		PO-344040	138.93
206638	DENAUULT'S HARDWARE	PO-341853	268.05
206639	EMERGENCY ESSENTIALS INC	PO-344035	6,500.00
206640	GOLDEN STAR TECHNOLOGY INC.	PO-344144	307.42
206641	GRAPHIC SYSTEMS	PO-340095	415.39
206642	HUMAN RELATIONS MEDIA	PO-344030	99.94
206643	IMAGE 2000	PO-341806	291.00
206644	INSIGHT SYSTEMS EXCHANGE	PO-344094	103.68
206645	IPC USA	PO-340603	13,000.40
206646	JIM'S MUSIC CENTER	PO-343749	507.60
206647	KELLY PAPER COMPANY	PO-340088	480.75
206648	SCHOOL HEALTH CORPORATION	PO-343939	179.41
206649	IRON MOUNTAIN	PO-340305	170.40

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206650	CERTIFIED TRANSPORTATION	PV-153037	17,415.42
206651	MISSION SAN JUAN CAPISTRANO	PO-342604	320.00
206652	OCEAN INSTITUTE	PO-344346	600.00
206653	PACIFIC COAST SIGHTSEEING	PV-153036	2,569.00
206654	COX COMMUNICATIONS	PO-340605	3,115.89
206655	MAACO COLLISION REPAIR & AUTO	PO-340546	1,289.94
206656	MISSION VIEJO POST OFFICE	PO-340000	10,000.00
206657	MOBILE COMM REPAIR INC	PO-344107	816.48
		PO-344385	313.04
206658	NCS PEARSON, INC.	PO-344031	336.48
		PO-344064	862.75
		PO-344065	918.13
206659	NILES BIOLOGICAL	PO-342183	56.12
206660	OFFICE DEPOT	PO-340448	94.69
		PO-342263	76.85
		PO-342702	292.49
		PO-343813	91.69
		PO-344027	126.85
206661	PC & MACEXCHANGE	PO-343962	278.64
		PO-344126	139.32
		PO-344153	696.60
206662	PERMA-BOUND	PO-343454	498.96
206663	PITNEY BOWES/PRESORT SERVICES	PO-340098	132.55
206664	QUALITY TOWING	PO-340669	130.00
206665	RICKS TRAILER SUPPLY	PO-340780	515.53
206666	SCHOOL HEALTH CORPORATION	PO-343131	198.31
206667	SCHOOL NURSE	PO-343878	49.28
206668	SELECT EQUIPMENT SALES INC	PO-343923	1,134.96
206669	SEON DESIGN INC.	PO-343281	176,003.00
206670	SOCIAL STUDIES SCHOOL SERVICE	PO-343906	250.95
206671	SPARKLETTS	PO-340760	25.29
		PO-341994	24.25
206672	THE TOLL ROADS	PO-344390	450.00
206673	TIFCO INDUSTRIES	PO-340680	546.92
206674	TIME	PO-343815	270.00
206675	VERNIER SOFTWARE	PO-343847	1,131.81
206676	VEX ROBOTICS INC	PO-344008	87.68
		PO-344046	243.43
206677	WARDS MEDIA TECH	PO-344131	664.20
206678	SPARKLETTS	PO-341107	3.64
		PO-341110	0.78
206679	STAPLES ADVANTAGE	PO-340440	48.33
206680	AVILA, THERESE	PV-153039	338.68
206681	COX, LINDA	PV-153040	177.68
206682	DAGLEY, JEANA	PV-153041	150.08

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting....MARCH 11, 2015

Warrant Number	Name of Payee	Reference Number	Amount
206683	ENRIQUEZ, MICHELLE L	PV-153063	316.25
206684	EXWORTHY, MARK	PV-153042	299.58
206685	FERGUSON, ERIN	PV-153043	224.25
206686	FLYNN, MARGARET	PV-153044	262.78
206687	GILL, ARVINDER	PV-153045	166.18
206688	GILMORE, SHELLY	PV-153046	97.18
206689	GRAY, LISA	PV-153047	188.60
206690	HERVEY, ROBIN	PV-153048	171.35
206691	HEUSER, RACHEL	PV-153049	251.85
206692	JIMENEZ, DENISE	PV-153050	103.50
206693	LEAHY, CHRISTINA	PV-153051	262.20
206694	MCKEE, AJA	PV-153052	97.18
206695	MCKEE, DANISE	PV-153053	126.50
206696	MICKLE, JACQUELINE	PV-153054	112.13
206697	NAPORA, NOELLE	PV-153055	327.18
206698	NIETO, ANJULI	PV-153056	264.50
206699	RODRIGUEZ, MICHELLE	PV-153058	116.15
206700	ROSO, MICHELLE	PV-153057	219.66
206701	RUSINKOVICH, CHERYL	PV-153059	74.18
206702	SHOFNER, BRIANNA	PV-153060	155.83
206703	SHUMATE, DAGMAR	PV-153061	124.78
206704	SOLTIS, PAMELA	PV-153062	219.08
206705	STIRLING, ROBERT	PV-153064	85.68
206706	TAYNE, JULIE	PV-153065	211.03
206707	THORNBURG, QUIN	PV-153066	98.33
206708	TRUDELL, ALAN	PV-153067	56.93
206709	VARGAS, DAVID	PV-153073	235.18
206710	WEIS-DAUGHERTY, DENISE	PV-153074	154.10
206711	WESTON, KELLY	PV-153068	196.08
206712	WHALEN, ANDREA	PV-153069	90.28
206713	WOLFSON, DONNA	PV-153071	188.60
206714	WORKMAN, KEN	PV-153072	56.35
206715	WILBUR, SANDRA S	PV-153070	75.33
206716	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	88,533.76
206717	UNUM LIFE INSURANCE	PO-340310	9,657.10
206718	FARRELL, DYLAN	PV-153075	78.00
206719	JOHNSON, HANNAH	PV-153077	12.00
206720	JONES, MALAYA	PV-153076	9.00
206721	MCLAUGHLIN, GREGG	PV-153078	55.97
206722	SIEB, SHANNON	PV-153079	20.00
206723	SMELTZER, CINDY	PV-153080	242.17
206724	STEWART, RICHARD	PV-153081	232.41
467 Warrants			\$5,998,107.09

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Advantage Imaging Supply, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
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
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Auditory Instruments, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AVES Audio Visual Systems, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
B&H Foto & Electronics, Corp	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

Attachment 3

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
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
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
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
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3-14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
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
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Golden Star Technology, Inc dba GST	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
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. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
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
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
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. 1314-15 Co-Curricular Bus Service	12/11/2013
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
Pathway Communications, Limited	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
PC & MacExchange	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pro SLV, Inc	Bid No 1415-01 AudioVisual Equipment	7/9/2014
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
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
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 2/18/15

2014-15

112650 A & R WHOLESALE DISTRIBUTORS	1,468,302.61
112173 ASCIP	2,010,667.00
049767 BENS ASPHALT	792,610.93
118161 CAPISTRANO CONNECTIONS ACADEMY	7,781,914.00
130027 CAPISTRANO UNIFIED	3,559,222.08
120141 CAPISTRANO UNIFIED SCHOOL DIST	2,029,785.92
015900 CAPO-LAGUNA BEACH ROP	1,470,659.42
106764 CDWG Inc	2,802,240.99
043026 CIGNA	355,545.19
143558 COMMERCIAL & INDUSTRIAL	723,123.00
146265 COMMUNITY ROOTS	1,495,186.00
122828 CORVEL ENTERPRISE COMP INC	1,711,481.29
024000 CULVER-NEWLIN	320,691.96
105883 DAVE BANG ASSOCIATES	318,315.60
064188 DELL COMPUTER	276,083.19
144459 E L ACHIEVE	254,384.55
150202 FOLLETT SCHOOL SOLUTIONS INC	330,116.35
051854 GILBERT & STEARNS INC	432,604.03
150399 HARRIS STEEL FENCE CO. INC.	332,037.90
130047 HOLLANDIA DAIRY INC.	369,890.17
150688 HOWARD TECHNOLOGY SOLUTIONS	259,724.50
148747 ILLUMINATE EDUCATION INC.	263,238.50
144310 INSIGHT SYSTEMS EXCHANGE	291,003.20
144880 IPC USA	426,288.49
105873 JOURNEY CHARTER SCHOOL	1,188,767.00
150703 MEBA C/O	22,445,173.33
120832 METROPOLITAN EMPLOYEES	7,037,947.16
100369 OCEANVIEW SCHOOL	324,236.00
113144 OPPORTUNITY FOR LEARNING	1,098,153.81
066570 ORANGE COUNTY DEPT OF EDUC	3,153,104.72
146264 OXFORD ACADEMY	2,878,013.00
145219 PACIFIC ROOFING SYSTEMS	616,538.85
078255 SAN DIEGO GAS & ELECTRIC	5,468,980.05
081031 SCOTT FORESMAN	434,417.04
150282 SILVER CREEK INDUSTRIES INC.	873,483.40
149669 SOUTH COAST ROP	1,434,851.40

VENDOR PAYMENTS OVER 250K AS OF 2/18/15

2014-15

122718	SOUTHERN CALIFORNIA EDISON	1,008,253.23
084770	SOUTHWEST SCHOOL SUPPLY	315,977.96
145062	STUTZ ARTIANO SHINOFF & HOLTZ	357,120.16
147868	US BANK	2,513,086.98
115841	US BANK NATIONAL ASSOCIATION	1,637,997.43
096332	WAXIE	538,438.92
146077	WEST COAST ARBORISTS INC.	263,728.00
099210	XEROX CORPORATION	1,563,426.67

DONATION OF FUNDS
March 11, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Adult Transition Program	\$1,947.85	Instructional Materials and Supplies	Adult Transition Program
Vending Plus	\$2,801.98	Instructional Materials and Supplies	Aliso Niguel High School
Amazon Services, LLC	\$174.39	Technology	Aliso Viejo Middle School
City of Aliso Viejo	\$1,000.00	Intervention	Aliso Viejo Middle School
San Juan Capistrano Educational Foundation	\$248.00	Teacher Stipends	Ambuehl Elementary School
Arroyo Vista K-8 School Science Boosters	\$5,400.00	Outdoor Science School Expenses	Arroyo Vista K-8 School
Education for the Children, Inc.	\$11,762.36	Instructional Materials and Supplies	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$910.00	Kidpix Computer Program	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$100.00	4th Grade Reading Material	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$1,200.00	iPads for RSP	Arroyo Vista K-8 School
Bathgate Elementary School PTA	\$2,876.00	Field Trips	Bathgate Elementary School
Bergeson Foundation	\$1,510.00	Field Trip Admission Fee	Bergeson Elementary School
Assistance League of Capistrano Valley	\$500.00	2014 ALCV Links to Learning Grant	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$26,439.94	Instructional Aides	Canyon Vista Elementary School
Vending Plus	\$23.86	Instructional Materials and Supplies	Canyon Vista Elementary School
Planet Aid, Inc.	\$70.68	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$672.00	Field Trip Admission Fee	Clarence Lobo Elementary School
Vending Plus	\$23.23	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
Vending Plus	\$63.36	Instructional Materials and Supplies	Concordia Elementary School
Ms. Diana Stratford	\$225.00	Non-Instructional Materials and Supplies	Crown Valley Elementary School
The Dolphin Foundation	\$17,500.00	Security Cameras	Dana Hills High School
George White Elementary School PTA	\$850.00	Additional Hours for Student Supervisor	George White Elementary School
George White Elementary School PTA	\$3,450.00	Field Trip Admission Fee	George White Elementary School
Vending Plus	\$64.21	Instructional Materials and Supplies	Hidden Hills Elementary School
CUSD Foundation	\$330.00	Field Trip Transportation	John S. Malcom Elementary School
Vending Plus	\$75.18	Instructional Materials and Supplies	John S. Malcom Elementary School
Ladera Ranch Education Foundation	\$5,148.00	Outdoor Science School Transportation	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,650.00	Outdoor Science School Teacher Stipends	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$10,000.00	Instructional Materials and Supplies	Ladera Ranch Elementary School
Lifetouch National School Studios	\$385.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	\$13,398.00	Chromeblocks	Ladera Ranch Middle School
Vending Plus	\$920.06	Instructional Materials and Supplies	Ladera Ranch Middle School
Education for the Children, Inc.	\$8,155.97	Instructional Materials and Supplies	Las Flores Elementary School
Vending Plus	\$802.67	Technology	Las Flores Middle School
Education for the Children, Inc.	\$15,319.65	Technology Upgrades	Las Flores Middle School
Marblehead Elementary School PTA	\$1,670.00	Art Masters Program	Marblehead Elementary School
Ocean Institute	\$1,637.00	Field Trips	Moulton Elementary School
Vending Plus	\$46.46	Instructional Materials and Supplies	Moulton Elementary School
Tracy Family - Great Opportunities	\$700.00	Instructional Materials and Supplies	R.H. Dana ENF
Vending Plus	\$77.30	Instructional Materials and Supplies	R.H. Dana ENF

DONATION OF FUNDS
March 11, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Ms. Lina G. Perez	\$100.00	Non-Instructional Materials and Supplies	San Juan Elementary School
San Juan Capistrano Educational Foundation, Attn: Mr. J	\$575.00	Memorial Bench	San Juan Elementary School
Sempre Energy Foundation	\$35.00	Instructional Materials and Supplies	San Juan Hills High School
Sempre Energy Foundation	\$189.54	Instructional Materials and Supplies	San Juan Hills High School
Tustin Lexus	\$50.00	Non-Instructional Materials and Supplies	San Juan Hills High School
Tesoro Titan Foundation	\$909.30	Art Supplies	Tesoro High School
Tesoro Titan Foundation	\$366.12	Laptop for Science Teacher	Tesoro High School
Education for the Children, Inc.	\$13,819.85	Teacher Grants	Tesoro High School
Vending Plus	\$68.85	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Schoola	\$71.44	Instructional Materials and Supplies	Truman Benedict Elementary School
Vista del Mar Elementary School PTA	\$312.40	Outdoor Science School Transportation	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$8,635.60	Outdoor Science School Transportation	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$1,540.00	Outdoor Science School Teacher Stipends	Vista del Mar Elementary School
Vending Plus	\$176.35	Instructional Materials and Supplies	Vista del Mar Elementary School
Juice It Up!	\$417.00	Instructional Materials and Supplies	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$57.62	Instructional Materials and Supplies	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$1,030.32	Walkie-Talkies	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$412.32	iPad for Science	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$304.32	iPad Mini	Vista del Mar Middle School
Education for the Children, Inc.	\$10,618.33	Technology	Wagon Wheel Elementary School
Total	\$179,817.51		

MARCH 11, 2015 BOARD MEETING
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1415184	3	Special Ed	Dr. Julie Berg Ryan	Provide Vision Consultations	3/12/2015-6/30/2015	\$ 2,700.00
ICA	1415187	3	Education	Karen E. DeVries	Executive Coach Providing Education Services Strategic Review, Alignment of Implementation and Professional Development Plans	3/12/2015-6/30/2015	\$ 25,000.00
ICA	1415189	3	Special Ed	Health Plus Medical Supplies	Refurbishment and Maintenance of Existing Student Durable Medical Equipment/Positioning and Mobility Devices Purchased by CUSD and Not Under Warranty, To Ensure Safety and Functionality of Our Inventory	3/12/2015-6/30/2015	\$ 5,000.00

TOTAL \$ 32,700.00

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213167	3	Gift	Segerstrom Center for the Arts	Provide Arts Assemblies for CUSD Students	New Revised Fee Schedule 2015-2016	\$ -
ICA	1415118	3	Title I SES	!!!Apple iPad & Android Tablet Tutoring!!!	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	Increase Contract Amount from \$12,127.95 to \$24,255.90	\$ 12,127.95
ICA	1415128	3	Title I SES	Adaptive Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	Increase Contract Amount from \$12,127.95 to \$33,149.73	\$ 21,021.78
ICA	1415130	3	Title I SES	Elevate Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	Increase Contract Amount from \$140,000 to \$376,517.30	\$ 276,517.30
Misc.	1415188	5	Fund 23 SFID Bond Funds	WLC Architects, Incorporated	Construction Bid No. 1415-16, Shorecliffs Middle School Roof Replacement and Repainting Project Project 1323400	To Add Construction Administration Services	\$ 60,000.00

TOTAL \$ 369,667.03

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1415086	3	Special Ed	Solanti Health, Incorporated	Provide Sign Language Interpreter Services	Increase Contract Amount from \$105,000 to \$155,000	\$ 50,000.00
Misc.	1314192	5	Developer Fees	HMC Group	Construction Bid No. TBD Project Name K-8 School, Rancho Mission Viejo	Commissioned Additional Architectural Work	\$ 12,250.00

REVISED
3-6-15

MARCH 11, 2015 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

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.

9



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of March 12, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

DR. JULIE BERG RYAN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,700 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 commencing March 12, 2015 through June 30, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

Exhibit A
Fee Schedule

Julie Berg Ryan
4950 Barranca Pkwy., Suite 310
Irvine, CA 92604
(949)733-1400
Jbrod2020@yahoo.com

Vision Consultation Team/School \$160 per hour
Mileage at District approved IRS rate (.575)

By: _____ Date: _____

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of March 12, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

KAREN E. DEVRIES

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, specifically executive coaching, providing education services strategic review, alignment of implementation and professional development plans, as further described in Exhibit A; and

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing March 12, 2015 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN _____

EXHIBIT A

FEE SCHEDULE

Karen E. DeVries
431 Central Avenue
Seal Beach, CA
562-338-5890
562-596-5420
edukaren@roadrunner.com

Executive Coach Providing Education Services Strategic Review, Alignment of Implementation
and Professional Development Plans

Consulting Services: \$200.00 Per Hour



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of March 12, 2015, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

HEALTH PLUS MEDICAL SUPPLIES

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 Exhibit "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 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing March 12, 2015 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: _____

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____

 Email Address: _____
 FEIN _____

Feb. 23, 2015

Chris Luehe

Capo Unified School District

24242 La Cresta Drive

Dana Point, CA 92629

The following lists our proposal for work to be performed by **Health Plus Medical Supplies** for the Special Education Dept.

Health Plus Medical Supplies can provide service, evaluation, and repair to the durable medical equipment under the ownership of Capistrano Unified School District. This includes but is not restricted to manual wheelchairs, walkers, standing frames, and power wheelchairs.

The initial diagnosis and any simple service such as, but not limited to, adjusting brakes or tightening loose bolts can be provided on sight once an appointment is scheduled. There may however, be situations where we would need to take the devices back to our store for further repair, which shall be authorized by appropriate Capistrano USD personnel, including Special Education Programs Coordinators.

Service Call (to RH Dana Elem., or other prearranged list of schools): \$79.00

- Regular fee is \$99.00 (we've discounted it 20% for you) - This fee would cover the cost of evaluation(s)
- This includes up to 1 hr. of labor, excluding travel time

Labor Rate: \$79.00

- Regular labor rate is \$89.00 (we've discounted it 10% for you)
- This is hourly rate if we need to bring devices back to our store for repair

Pick-up/Delivery (RH Dana Elem., or other prearranged list of schools): \$35.00

- One time fee for pick-up and return delivery
- Pay no fee by delivering & picking up equipment yourself

Service Call (to Patients home): \$89.00

- Regular fee is \$99.00 (we've discounted it 10% for you) - This includes up to 1 hr. of labor

Please note, these rates do not apply to patient owned equipment.

Health Plus Medical Supplies has been a longstanding provider of products medical in nature for the past 20 years, maintaining a physical facility located at 23665 Moulton Parkway, Ste. A, Laguna Hills, CA 92653.

We abide by all State and Medicare Supplier Standards. Our Medicare Provider Number is 0510010002. Our Federal Tax I.D. Number is 330034498, and California State Board of Equalization Seller's Permit Number is SR X EAA 24805997.

We are in compliance with all applicable Federal and State licensure and regulatory requirements.

Please contact me if you have any questions or comments.

Sincerely,

Wayne Iba, ATP

General Manager

**AMENDMENT NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213167**

WITH

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. _____ called for services to be rendered at the rates shown in the agreement.

The contract with Vendor shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2015.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Seegerstrom Center for the Arts

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____

2015-2016 Arts Teach Assembly Fees

Artist Group	1 Assembly	2 Assembly	3 Assembly
A Gaelic Gathering Irish Music and Dance	\$ 1,560.00	\$ 1,810.00	\$ 2,060.00
Aconcagua	\$ 710.00	\$ 935.00	\$ 1,160.00
Alley Cats (The)	\$ 1,110.00	\$ 1,310.00	\$ 1,510.00
Americana Unlimited	\$ 460.00	\$ 660.00	\$ 885.00
Anaheim Ballet	\$ 810.00	\$ 1,035.00	\$ 1,260.00
Aman Dance Educators	\$ 900.00	\$ 1,070.00	\$ 1,210.00
Arte Flamenco	\$ 810.00	\$ 985.00	\$ 1,210.00
Asha's Baba	\$ 585.00	\$ 810.00	\$ 1,035.00
Backhausdance	\$ 960.00	\$ 1,210.00	\$ 1,460.00
Beth Sussman	\$ 410.00	\$ 610.00	\$ 810.00
Boxtales Theatre Company - Iron John	\$ 810.00	\$ 910.00	\$ 1,010.00
Boxtales Theatre Company - Mayan Story, Leyendas, Silly Rabbit	\$ 910.00	\$ 1,060.00	\$ 1,210.00
Brass Pacifica	\$ 1,160.00	\$ 1,360.00	\$ 1,510.00
Bully Dudes (The)	\$ 810.00	\$ 960.00	\$ 1,260.00
Carl Weintraub	\$ 510.00	\$ 710.00	\$ 910.00
Chameleons (The)- Mime, Adventures	\$ 710.00	\$ 835.00	\$ 1,010.00
Chameleons (The)- Wonder of Words	\$ 610.00	\$ 735.00	\$ 910.00
Classical Blast	\$ 660.00	\$ 810.00	\$ 1,010.00
Collaboratory (The)	\$ 710.00	\$ 1,010.00	\$ 1,310.00
Danza Azteca	\$ 660.00	\$ 885.00	\$ 1,110.00
David Prather	\$ 560.00	\$ 660.00	\$ 910.00
Doo-Wah Riders, (The)	\$ 1,260.00	\$ 1,510.00	\$ 1,760.00
Dr. Craig Woodson	\$ 760.00	\$ 1,060.00	\$ 1,310.00
Edutainment Arts -Theatre	\$ 610.00	\$ 810.00	\$ 1,010.00
Edutainment Arts- Bug Show, Science	\$ 535.00	\$ 735.00	\$ 935.00
Earthworm Ensemble	\$ 1,130.00	\$ 1,300.00	\$ 1,500.00
Festival Ballet	\$ 810.00	\$ 1,035.00	\$ 1,260.00
Fiddling With History	\$ 410.00	\$ 610.00	\$ 810.00
Futa Toro West African Ensemble	\$ 910.00	\$ 1,210.00	\$ 1,510.00
Goin' South Band	N/A	\$ 1,260.00	\$ 1,510.00
Got Rhythm!	\$ 1,535.00	\$ 1,785.00	\$ 2,135.00
Island Inspirations	\$ 710.00	\$ 960.00	\$ 1,210.00
Izzi Tooinsky	\$ 545.00	\$ 745.00	\$ 945.00
Jacque Nunez	\$ 610.00	\$ 835.00	\$ 1,060.00
Jake Moulton	\$ 610.00	\$ 810.00	\$ 1,010.00
Jim Cogan	\$ 610.00	\$ 860.00	\$ 990.00
John and Juan	\$ 535.00	\$ 735.00	\$ 960.00
John Zeretzke	\$ 660.00	\$ 760.00	\$ 910.00
Judy Carmichael	\$ 560.00	\$ 785.00	\$ 1,010.00
Kate Randolph Burns	\$ 960.00	\$ 1,200.00	\$ 1,460.00
Korean Classical Music and Dance	\$ 710.00	\$ 1,210.00	\$ 1,510.00
L.A. Troupe	\$ 810.00	\$ 1,060.00	\$ 1,310.00
Marcus Miller Freedom Jazz Movement	\$ 1,110.00	\$ 1,560.00	\$ 1,810.00
Mariachi For All	\$ 1,330.00	\$ 1,470.00	\$ 1,600.00
Michael Katz	\$ 675.00	\$ 875.00	\$ 1,075.00

Moscow Nights	\$ 1,060.00	\$ 1,960.00	\$ 2,710.00
Music Born in America	\$ 710.00	\$ 785.00	\$ 910.00
Orange County Opera	\$ 610.00	\$ 985.00	\$ 1,335.00
Pacific Trio	\$ 960.00	\$ 1,060.00	\$ 1,160.00
Pacifico Dance Company	\$ 1,510.00	\$ 1,910.00	\$ 2,110.00
Paul Morse Productions	\$ 585.00	\$ 760.00	\$ 960.00
Perfect Gentlemen (The)	\$ 910.00	\$ 1,160.00	\$ 1,360.00
Powerhouse	\$ 860.00	\$ 1,060.00	\$ 1,210.00
Puppets and Players Little Theatre	\$ 560.00	\$ 710.00	\$ 860.00
Ramya Harishankar	\$ 460.00	\$ 685.00	\$ 910.00
Razzle Bam Boom	\$ 795.00	\$ 1,035.00	\$ 1,275.00
Rochel Garner Coleman	\$ 560.00	\$ 785.00	\$ 1,010.00
Rogue Artists Ensemble- Frog Belly & Zen	\$ 850.00	\$ 1,000.00	\$ 1,200.00
Side Street Strutters Jazz Band	\$ 1,260.00	\$ 1,710.00	\$ 1,910.00
Street Beat	\$ 835.00	\$ 1,160.00	\$ 1,510.00
Street Beat - Boom Tap	\$ 1,335.00	\$ 1,660.00	\$ 2,010.00
Swazzle	\$ 710.00	\$ 1,110.00	\$ 1,360.00
TaikoProject	\$ 1,110.00	\$ 1,510.00	\$ 1,810.00
Ten West	\$ 1,010.00	\$ 1,210.00	\$ 1,310.00
UniverSOUL Hip Hop	\$ 960.00	\$ 1,460.00	\$ 1,960.00
Victoria Burnett	\$ 610.00	\$ 885.00	\$ 1,110.00
Vybration	\$ 1,210.00	\$ 1,410.00	\$ 1,610.00
We Tell Stories	\$ 685.00	\$ 885.00	\$ 1,085.00
Will and Company	\$ 800.00	\$ 1,100.00	\$ 1,400.00
Zak Morgan	\$ 660.00	\$ 960.00	\$ 1,260.00

2015-2016 Arts Teach Workshop Fees

Artist Group	1 Workshop	Additional Workshop	Materials
A Gaelic Gathering	\$ 200.00	\$ 150.00	0
Aimee Young Hopkins	\$ 200.00	\$ 150.00	0
Aman Dance Educators	\$ 200.00	\$ 150.00	0
Andrew Grueschow	\$ 200.00	\$ 150.00	0
Arte Flamenco	\$ 300.00	\$ 175.00	0
Arte Flamenco w/ Musician	\$ 450.00	\$ 250.00	0
Baba The Storyteller	\$ 200.00	\$ 200.00	0
Backhausdance	\$ 310.00	\$ 260.00	0
Chameleons (The)	\$ 200.00	\$ 150.00	0
Cynthia McGarity	\$ 200.00	\$ 150.00	0
David Prather	\$ 200.00	\$ 150.00	0
Dr. Craig Woodson	\$ 275.00	\$ 250.00	2.5
Eiko Amano	\$ 200.00	\$ 150.00	\$2.70
Ellen Schulze	\$ 200.00	\$ 185.00	2
Ernesto Salcedo	\$ 200.00	\$ 150.00	0
Futa Toro West African Ensemble	\$ 200.00	\$ 150.00	0
Italian Street Painters	\$ 200.00	\$ 200.00	2
Izzi Tooinsky	\$ 175.00	\$ 175.00	3
Jacque Nunez-Sticks & Acorn/Clapper	\$ 225.00	\$ 200.00	2.25 for sticks/acorn workshop
Jacque Nunez - Basket Weaving	\$ 250.00	\$ 225.00	3.25
Jim Cogan	\$ 250.00	\$ 200.00	0
John Zeretzke	\$ 200.00	\$ 150.00	1
Karen Emonts	\$ 200.00	\$ 150.00	2
L.A. Troupe	\$ 200.00	\$ 150.00	0
Living History in the Classroom-Civil War	\$ 550.00	\$ 500.00	0
Living History in the Classroom w/ Female-Civil War	\$ 650.00	\$ 600.00	0
Living History In the Classroom-The Life of a Doughboy in WWI	\$ 550.00	\$ 500.00	0
Lynn Okimura	\$ 200.00	\$ 150.00	\$1 per student
Music Born in America	\$ 200.00	\$ 150.00	0
Peggy Hasegawa	\$ 200.00	\$ 150.00	\$0.50 for Japanese Calligraphy Art
Peter Kors	\$ 200.00	\$ 150.00	0
Puppets and Players Little Theatre	\$ 200.00	\$ 150.00	3
Ramya Harishankar	\$ 200.00	\$ 150.00	0

			1 day workshop = \$10 a class 2day workshop = \$3 per student
Rogue Artist Ensemble	\$ 200.00	\$ 150.00	
UniverSOUL Hip Hop-Tiffany Bong	\$ 200.00	\$ 150.00	0
We Tell Stories	\$ 150.00	\$ 150.00	0
Zak Morgan	\$ 225.00	\$ 200.00	



**EXTENSION NO. 2 INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213167**

WITH

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 with Capistrano Unified School District and Segerstrom Center for the Arts called for an original 12-month contract covering the period of January 8, 2013, through January 7, 2014.

The contract with Segerstrom Center for the Arts shall be extended an additional twelve (12) months for the period January 8, 2015, through January 7, 2016 at the rates shown in the attached Exhibit A.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$10,000. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Lynh N. Rust

Executive Director, Contracts &
Purchasing

Date: 02-18-2015

CONSULTANT

Segerstrom Center for the Arts

By: _____

Signature

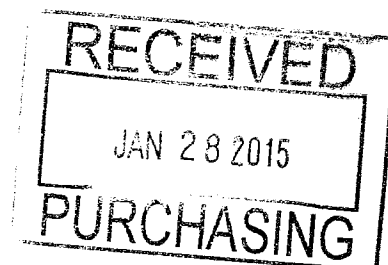
Laurie Barber

Print Name

Manager, Community Partnership's

Title

Date: 12/30/14



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of January 8, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SEGERSTROM CENTER FOR THE ARTS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$610.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/08/13-1/07/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ General Conditions

☒ Special Conditions

☒ Required Documents and Certification ☒ Purchase Order(s)

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

DISTRICT

CONTRACTOR

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 1/7/13

Signature: Krista Patnaweel

Name: Krista Patnaweel

Title: Manager, Community Relations

Address: 600 Segerstrom Center Dr

Costa Mesa, CA 92626

Email Address: kp@segerstromcenter.org

FEIN/SSN: 23-7287150

December 5, 2012

EXHIBIT A

THE CENTER'S

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

Artistic: Workshop: Performance

Dear Bernadette Clark:

I am pleased to confirm your revised reservation for one performance of JACQUE NUNEZ Journeys to the Past on Monday, February 4, 2013 at Don Juan Avila Elementary School. The performance time is 10:15 am. Please read the following and the attached technical requirements, and if it represents your understanding of our agreement, indicate by signing both copies of this letter, keep one copy and return one copy to me. Due to insurance liability and artist protection, an event will not take place at your site unless this office has received a signed copy of this letter of understanding. There will be no exceptions. It is also imperative that a certified school employee be present at all times when the artist is in the presence of children for any program that takes place on a school campus.

A cleared, clean performance space must be available for the performance or workshop. The artists can be expected to arrive a minimum of 30 minutes prior to the first performance work. Due to contractual limitations, no video or flash photography is permitted. Please consult the attached Technical Requirements for additional requirements for this artist.

Full payment for this presentation is \$610.00 paid by Don Juan Avila Elementary School. A check made payable to Segerstrom Center for the Arts must be mailed to the attention of the Education Department 15 days (no later than January 20) in advance of your reserved date. Please include the enclosed invoice with your payment. Do not give payment to the artist. If your organization has a strict policy of withholding payment until services are rendered, please submit a purchase order to Segerstrom Center 15 days in advance of your reserved date. Be advised that a \$25.00 rescheduling fee will be applied, should you need to change dates.

Cancellation or change of date notice of at least 7 days is required. Rescheduling cancelled or rescheduled within 7 days of the event date for any reason other than weather or Force Majeure are subject to 50% of the total performance fee. Reservations cancelled or rescheduled for ANY reason within 48 hours of the event date are subject to the full fee.

The artist may contact you to confirm the performance a few days before the scheduled date.

Thank you for your interest in the Center's Arts Teach. If you have any questions, please feel free to contact me at 714.556.2122 ext. 4316.

Sincerely,

Krista Ratnawera

Krista Ratnawera
Manager, Community Partnerships

AGREED AND ACCEPTED BY:

[Signature] *[Signature]* *[Signature]* *[Signature]*

Signature Title Date

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213167

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213167 shall be amended to incorporate all general and special conditions of the new contract.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Seegerstrom Center for the Arts

By: Terry Fluent
Signature

By: Krista Ratna Weera
Signature

Terry Fluent

Krista Ratna Weera
Print Name

Director, Purchasing

Manager, Community Partnership
Title

Date: 3/14/13

Date: 2-25-13

SPECIAL CONDITIONS

Contract ICA 1213167
Segerstrom Center for the Arts

Delete Section 5. Originality of Services in its entirety.

Delete Section 6. Copyright/Trademark/Patent in its entirety.

Delete Article 9. Hold Harmless, in its entirety, and replace with Article 9 below.

9. Hold Harmless Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the negligence or willful misconduct of Contractor or its subcontractors, whether authorized by this Agreement or not. The provisions of this article do not apply to any damage or losses caused by the negligence or willful misconduct of District or any of its agents or employees from which District agrees to similarly defend, indemnify and hold harmless Contractor, its officers, directors, agents, employees and affiliates

By:

Kurt R. Strawn

Date

3-5-13

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 2 ICA 1213167

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213167 shall be amended to \$5,610 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Segerstrom Center for the Arts

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

Krista Ratnowska
Print Name

Director, Purchasing

Manager, Community Partnerships
Title

Date: _____

Date: 2/7/13

**EXTENSION NO. 1 AND AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT NO. 1213167**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SEGERSTROM CENTER FOR THE ARTS

Independent Contractor Agreement No. ICA 1213167 with Capistrano Unified School District and Segerstrom Center for the Arts called for an original 12-month contract covering the period of January 8, 2013, through January 7, 2014.

The contract with Segerstrom Center for the Arts shall be extended an additional twelve (12) months for the period January 8, 2014, through January 7, 2015 at the rates shown in the attached Exhibit A.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$10,000. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 

Signature

Terry Fluent

Director, Purchasing

Date: 3-27-14

CONSULTANT

Segerstrom Center for the Arts

By: 

Signature

Krista Rathameera

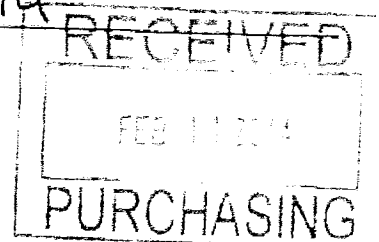
Print Name

Manager Community

Title

Partnerships

Date: 2-2-14



Segerstrom Center for the Arts

January 26, 2015

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Donna Antifae

Dear Ms. Antifae,

Enclosed are the two signed copies of the Extension No. 2 to ICA 1213167 for a new contract amount of \$10,000 annually that you provided. Please note that every year our artists will make changes to their assembly and workshop fees. Therefore, the fees included in the documents you provided are outdated. I've enclosed an updated copy for the 2015-2016 school year. Please let us know if you have any questions or concerns by emailing us at artsteach@scfta.org.

Best Regards,
Alan Macabuhay
Community Partnerships

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415118**

WITH

!!!APPLE IPAD & ANDROID TABLET TUTORING!!!

Independent Contractor Agreement No. ICA 1415118 with Capistrano Unified School District and **!!!Apple iPad & Android Tablet Tutoring!!!** called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$24,255.90 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**!!!Apple iPad & Android Tablet
Tutoring!!!**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 2014 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").

!!!APPLE IPAD & ANDROID TABLET TUTORING!!!

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 \$12,127.95 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 11/12/14

CONTRACTOR

Signature: Rodolfo Garcia

Name: Rodolfo Garcia

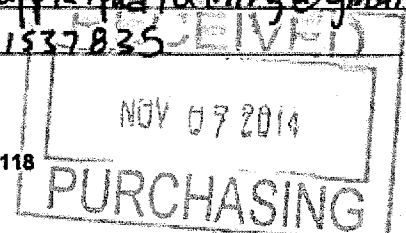
Title: Director

Address: 10100 Santa Monica Blvd Suite 300

Los Angeles, CA 90067

Email Address: appleipadtutoring@gmail.com

FEIN/SSN: 27-1537835



Fee Schedule

!!! Apple iPad & Android Tablet Tutoring !!!

Rodolfo Garcia

10100 Santa Monica Blvd Suite 300

Los Angeles, Ca 90067

877-866-6049

appleipadtutoring@gmail.com

1 to 1 tutoring \$100/hr

Group tutoring \$100/hr



Rodolfo Garcia/ Director

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415128**

WITH

ADAPTIVE LEARNING LLC

Independent Contractor Agreement No. ICA 1415128 with Capistrano Unified School District and Adaptive Learning LLC called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$45,277.68 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Adaptive Learning, LLC

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 2014 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").

ADAPTIVE LEARNING, LLC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$12,127.95 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 11/12/14

CONTRACTOR

Signature: Lejla Sabanovic
 Name: Lejla Sabanovic
 Title: Contract Coordinator
 Address: 18001 Irvine Blvd., Ste 101
Tustin, CA 92780
 Email Address: ls@adaptivelearning.io
 FEIN/SSN: 27-2615237

NOV 13 2014

o. ICA 1415128
 TRICT

PURCHASING

Adaptive Learning LLC

Fee Schedule 2014-2015

Provider: Adaptive Learning LLC

Address: 18001 Irvine Boulevard, Suite 101, Tustin, CA 92780

Contact Person: Lejla Sabanovic

Phone: 469-506-7350

Email: ls@adaptivelearning.io

Cost associated with tutoring program (hourly rate):

- \$60/hour
- One-to-One tutoring
- Small Group (2-5 Students)
- Large Group (6-10 Students)
- Online

Lejla Sabanovic

Sincerely,

Lejla Sabanovic

Adaptive Learning LLC

Date: 9/23/14

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415130**

WITH

ELEVATE LEARNING, LLC

Independent Contractor Agreement No. ICA 1415130 with Capistrano Unified School District and Elevate Learning, LLC called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$292,687.86 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Elevate Learning, LLC

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 2014 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")

ELEVATE LEARNING, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By:

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date:

T. Fluett
11/12/14

CONTRACTOR

Signature

Name:

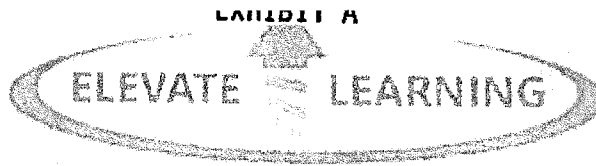
Title:

Address

Email Address

FEIN SSN

M. Landaverde
Miriam Landaverde
SES Manager
P.O. Box 241647
Los Angeles, CA 90024
info@elevatelearningusa.com
46-3678662



FEE SCHEDULE:

Company name: Elevate Learning LLC.
Primary Contact Person: Miriam Landaverde
Title: SES- Manager
Mailing Address: P.O. Box 241647 Los Angeles, CA 90024
E-mail Address: info@elevatelearningusa.com
Phone: 310-568-8365
Fax: 310-356-3806
Hourly Rate: \$80.85
Tutor/ Student Ratio: 1:1

Program Summary: Elevate Learning LLC. is a tutoring company that will provide in-home, one-on-one instruction in English-language arts and mathematics for grades K-12. Students who work with our company will be provided with a laptop computer, and then work face to face with a tutor in a one-on-one setting in their home or another preferred location such as the public library to access instructional resources specifically tailored to their academic weaknesses and learning styles.

Signature: M Landaverde
Name/Title: SES, Manager
Date: 9/22/14

**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL AND
RELATED SERVICES BETWEEN CAPISTRANO UNIFIED SCHOOL
DISTRICT AND WLC ARCHITECTS, INCORPORATED
(CUSD CONTRACT NO. 1415188)**

Agreement for Architectural and Related Services Between Capistrano Unified School District and WLC Architects, Incorporated (Agreement) identified basic architect/engineer services to be rendered at the rate shown in the agreement.

Capistrano Unified School District shall authorize the additional costs of construction administration services at the indicated flat rate of \$60,000 relating to the project contemplated under the Agreement.

Except as set forth in this Amendment, and Board approved on December 10, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

WLC Architects, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: _____

Date: _____



AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES

BETWEEN

Capistrano Unified School District

And

**WLC Architects, Inc.
8163 Rochester Avenue
Rancho Cucamonga, CA 91730**

December 11, 2014

AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES **Between Capistrano Unified School District and WLC Architects, Inc.**

SHORECLIFFS MIDDLE SCHOOL REROOFING

TABLE OF CONTENTS

ARTICLE 1 – ARCHITECT SERVICES AND RESPONSIBILITIES –BASIC SERVICES	10
1.0 GENERAL MATTERS	10
1.0.1 Basic Services	10
1.0.2 Engagement of Architect.....	11
1.0.3 Personnel.....	11
1.0.4 Consultants.....	12
1.0.5 Additional Consultants.....	12
1.0.6 Qualification and License.....	12
1.0.7 Compliance with Standards.....	12
1.0.8 Assignments or Staff Changes	12
1.0.9 Draftsmen and Clerical Support	12
1.0.10 Construction Manager.....	12
1.0.11 Compliance with Regulations	13
1.0.12 Project Schedule.....	13
1.0.13 The Contract Documents.....	13
1.0.14 Relationship to District	14
1.0.15 Responsibility of Architect	14
1.0.16 Meetings	14
1.0.17 Scheduling	14
1.0.18 Value Engineering	14
1.0.19 Existing and Non-Permitted Structures.....	15
1.1 PROGRAMMING/PLANNING PHASE	15
1.2 SCHEMATIC DESIGN PHASE	18
1.2.1 Program Refinement	18
1.2.2 Construction Matters.....	18
1.2.3 Drawings and Specifications.....	18
1.2.4 Schematic Design Documents.....	19
1.2.5 Governmental Approvals	19
1.2.6 Presentation Drawings	19
1.2.7 Copies	20
1.2.8 State of California Approval	20
1.2.9 Construction Budget Determination.....	20
1.2.10 Coordination with Construction Manager.....	20
1.2.11 Cost Determination	20
1.2.12 District's Approval.....	20

1.3 DESIGN DEVELOPMENT PHASE.....	20
1.3.1 Design Refinement.....	20
1.3.2 Design Development Documents.....	21
1.3.3 Governmental Submissions.....	23
1.3.4 Coordination with Construction Manager.....	23
1.3.5 Cost Determination.....	23
1.3.6 Copies.....	23
1.3.7 DISTRICT'S Approval.....	23
1.4 CONSTRUCTION DOCUMENTS PHASE.....	24
1.4.1 Design Refinement.....	24
1.4.2 Services.....	24
1.4.3 Add-on Alternatives.....	25
1.4.4 Governmental Approvals and Plan Checks.....	26
1.4.5 Cooperation with DISTRICT's Construction Manager.....	26
1.4.6 Cost Determination.....	26
1.4.7 DISTRICT'S Approval.....	26
1.4.8 Copies.....	27
1.5 BIDDING PHASE.....	27
1.5.1 Assistance with Bidding.....	27
1.5.2 Services.....	27
1.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT.....	28
1.6.1 Duration and Scope.....	28
1.6.2 Administration.....	28
1.6.3 Cost Determination.....	28
1.6.4 Pre-Construction and Meetings.....	28
1.6.5 Meetings, Instructions.....	28
1.6.6 Observation.....	28
1.6.7 Construction Responsibility.....	29
1.6.8 Access.....	29
1.6.9 Payment of Certificates.....	29
1.6.10 Extent of Assistance by ARCHITECT.....	29
1.6.11 Interpretation.....	29
1.6.12 Form of Interpretations.....	29
1.6.13 Rejection of Work.....	30
1.6.14 Submittals and Substitutions.....	30
1.6.15 Changes by ARCHITECT.....	30
1.6.16 Warranties and Manuals.....	30
1.6.17 Modification of Duties.....	30
1.6.18 Contract Beneficiaries.....	30
1.6.19 Progress Reports.....	30
1.6.20 Problem Reports.....	30
1.6.21 Drawings (As Built).....	31
1.6.22 Construction Schedules.....	31
1.6.23 Public Agency Approvals.....	31
1.6.24 Certificate of Completion.....	31
1.6.25 Guarantees.....	32
1.6.26 Web-based Project Management Systems.....	32

1.7 POST CONSTRUCTION EVALUATION PHASE – CORRECTION OF DEFECTS	32
1.7.1 Interpretation	32
1.7.2 Eleven-Month Review	32
 ARTICLE 2 – ADDITIONAL SERVICES	 33
2.0 AUTHORIZATION REQUIRED	33
2.1 INVENTORIES	33
2.2 FIRE.....	33
2.3 DEFAULTS OF OTHERS	33
2.4 CONSULTANTS	33
2.5 CHANGES.....	33
2.6 OTHER SERVICES	34
 ARTICLE 3 – THE DISTRICT’S RESPONSIBILITIES	 34
3.1 DISTRICT PROJECT MANAGER.....	34
3.2. PROJECT TEAM.....	34
3.3 REVIEW OF DOCUMENTS	34
3.4 SITE SURVEY	34
3.5 SOILS	34
3.6 UTILITY SURVEY	35
3.7 TESTING.....	35
3.8 LEGAL, ACCOUNTING.....	35
3.9 NOTICE OF DEFECTS.....	35
3.10 ADVERTISING	35
3.11 BID DOCUMENTS	35
3.12 INSPECTOR OF RECORD	35
3.13 PERMITS/FEES	35
 ARTICLE 4 – CONSTRUCTION COST	 35
4.1 DEFINITION	35

4.2 ESTIMATES OF CONSTRUCTION COST	36
4.2.1 Statements of Probable Construction Cost	36
4.2.2 Time of Preparation	36
4.3 DISTRICT'S CONSTRUCTION BUDGET	36
4.3.1 Amount	36
4.4 RESPONSIBILITY FOR CONSTRUCTION COST	36
4.4.1 Estimation, Reliance	36
4.4.2 Consultation and Reconciliation	36
4.4.3 Bid Price	37
4.4.4 Resolution of Final Statement of Probable Construction Cost Before Bids	37
4.4.5 Bid Price with Alternatives is Above or Below Budget	37
4.4.6 Bid Price Exceeds Budget	37
ARTICLE 5 – RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER	37
5.1 TEAM CONCEPT	37
5.2 COORDINATION WITH CONSULTANTS	37
ARTICLE 6 – TIME	38
6.1 AVOIDING DELAYS	38
6.2 PROJECT SCHEDULE	38
6.3 NOTICE OF DELAY	38
6.4 SPECIFIC RESPONSE TIMES	38
6.5 DELAYS	38
ARTICLE 7 – ARCHITECT'S FEES	39
7.1 BASIC SERVICES	39
7.2 PAYMENT FOR BASIC SERVICES	39
7.2.1 Not used	39
7.2.2 Final Payment	39
7.2.3 Termination	39
7.2.4 Payments to Consultants and Sub-Consultants	39
7.2.5 BACK CHARGES; SET OFFS; AND OFFSETS	39
7.2.6 DISPUTED INVOICES	40
7.2.7 UNDISPUTED AMOUNTS	40

7.3 COMPENSATION FOR ADDITIONAL SERVICES	40
7.3.1 ARCHITECT	40
7.4 INVOICES	40
7.5 NO DEDUCTIONS.....	40
7.6 SUSPENSION	40
7.7 LIMITATION.....	40
7.8 ERRORS AND OMISSIONS	41
7.8.1 Responsibility for Errors and Omissions	41
7.9 ARCHITECT SUPPLEMENTAL INSTRUCTIONS	41
 ARTICLE 8 – REIMBURSABLE EXPENSES	 41
8.1 GENERAL	41
8.1.1 Transportation Expenses	41
8.1.2 Excess Reproduction Expense	41
8.1.3 Additional Services Expenses	42
8.1.4 Models.....	42
8.1.5 Overtime	42
8.1.6 Additional Insurance	42
8.1.7 Other	42
8.1.8 Overhead	42
 ARTICLE 9 – ARCHITECT’S ACCOUNTING RECORDS.....	 42
9.1 MAINTENANCE OF RECORDS.....	42
9.2 PAYMENT WITHOUT PREJUDICE	42
9.3 AUDITS.....	43
9.4 COST OF AUDIT	43
 ARTICLE 10 – OWNERSHIP AND USE OF DOCUMENTS.....	 43
 ARTICLE 11 – TERMINATION OF AGREEMENT	 43
11.1 TERMINATION FOR CAUSE.....	43
11.2 TERMINATION FOR CONVENIENCE.....	44
11.3 SUSPENSION OR ABANDONMENT	44

11.4 INSOLVENCY.....	44
11.5 TERMS OF PAYMENT	44
11.6 DOCUMENTS/MODELS	44
11.7 NO RELEASE.....	45
ARTICLE 12 – INDEMNITY	45
12.1 INDEMNITY	45
12.2 INDEMNITY AND PROFESSIONAL LIABILITY	45
12.3 LIMITATION	45
ARTICLE 13 – INSURANCE REQUIREMENTS	46
13.1 Minimum Scope of Insurance	46
13.2 Minimum Limits of Insurance	46
13.3 Claims Made Forms	46
13.4 Deductibles and Self Insured Retentions.....	46
13.5 Other Insurance Provisions.....	46
13.6 Additional Requirements.....	47
ARTICLE 14 – CHANGES	48
14.1 DISTRICT MAY DIRECT	48
14.2 ARCHITECT'S RESPONSIBILITY	48
14.3 COMPENSATION	48
ARTICLE 15 – DISPUTES.....	48
ARTICLE 16 – STANDARDS OF PERFORMANCE	49
16.1 STANDARD OF CARE	49
16.2 LAWS AND REGULATIONS.....	49
16.3 SCHEDULE OF SERVICES	50
ARTICLE 17 – NOTICES	51
ARTICLE 18 – MISCELLANEOUS PROVISIONS.....	51
18.1 SUCCESSORS, ASSIGNS AND CONTRACTUAL RELATIONSHIP OF ARCHITECT.....	51

18.2 EXHIBITS	52
18.3 CHOICE OF LAW AND FORUM.....	52
18.4 SURVIVAL	52
18.5 CAPTIONS, INDEX	52
18.6 SINGULAR AND PLURAL	52
18.7 SEVERABILITY	52
18.8 WORK DAYS	52
18.9 REGISTERED ARCHITECTS AND ENGINEERS	52
18.10 NONDISCRIMINATION	53
18.11 INDEPENDENT CONTRACTOR.....	53
18.12 USE OF NAME.....	53
18.13 COMPLIANCE WITH THE LAWS	53
18.14 AMENDMENT, WAIVER.....	53
18.15 ENTIRE AGREEMENT	53
18.16 ATTORNEY FEES	53
18.17 CONSENT TO SUBCONTRACTORS.....	53
18.18 ARCHITECT'S EMPLOYEES.....	53

EXHIBITS

Exhibit A: PROJECT SCOPE.....	55
Exhibit B: ARCHITECT'S PROJECT PERSONNEL	58
Exhibit C: ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL.....	59
Exhibit D: PROJECT SCHEDULE	60
Exhibit E: CONSTRUCTION BUDGET	61
Exhibit F: ARCHITECT'S COMPENSATION	62
Exhibit G: ARCHITECT'S FEE SCHEDULE – ADDITIONAL SERVICES	63
Exhibit H: ARCHITECT'S INVOICE FORM	64

END TABLE OF CONTENTS



AGREEMENT

This Agreement is made and entered into as of December 11, 2014 by and between the Capistrano Unified School District, herein called "DISTRICT" and, WLC Architects, Inc. herein called "ARCHITECT", for a project hereinafter called the (Project) described in the attached Exhibit "A" Shorecliffs Middle School Reroofing. The DISTRICT and the ARCHITECT are sometimes referred to hereinafter as a "Party" or the "Parties" to this Agreement.

RECITALS

A. DISTRICT proposes to undertake the construction of the (Project) (the Project) as herein described which requires 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. ARCHITECT is a firm qualified and willing to provide the services required by DISTRICT. ARCHITECT is an independent contractor and covenants with DISTRICT to provide services relating to the Architectural design and construction of the Project pursuant to all the terms and conditions hereinafter set forth.

C. If DISTRICT chooses to use a Construction Manager, ARCHITECT shall cooperate and coordinate with the Construction Manager as if dealing directly with the DISTRICT. Further, should this Agreement have the ARCHITECT performing services that a Construction Manager has been hired to provide, DISTRICT and ARCHITECT shall execute a change order to this Agreement deleting such scope of work/services from this Agreement and deduct the reasonable value of such services, including any markup, from the Agreement price as set forth herein below.

D. DISTRICT does hereby engage ARCHITECT 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:

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 shall include all architectural and engineering services for all onsite and offsite improvements to/for the

Project. Basic Services shall include all services by ARCHITECT and its consultants and sub-consultants to comply with the new DSA inspection procedures applicable to the Project. DSA has and is implementing significant changes to the Construction Oversight Process for projects under its jurisdiction. These changes are designed to streamline the DSA construction phase process and to ensure that projects are certified at the completion of construction. Effective June 1, 2013, the DSA will utilize an Inspection Card Process similar to that used by virtually every building department throughout the State. These changes are described in DSA Procedure PR 13-01. Effective dates for the new process are explained in Section 5 of the Procedure.

Forms associated with the new process are now available on the DSA Forms page. They are:

- DSA 102-IC: Construction Start Notice/Inspection Card Request
(Now to be used instead of DSA -102.)
- DSA 151: Project Inspector Notifications
- DSA 154: Notice of Deviations/Resolution of Deviations
- DSA 155: Project Inspector Semi-Monthly Report
- DSA 155-INSTR: Instructions for DSA 155

DSA 156: Commencement/Completion of Work Notification

These documents are also available, and have been since May 1 2013, on the "Construction Oversight Process Changes: Courtesy Preview of Documents" page, reachable from the DSA Home page, along with Internal form DSA 152: Project Inspection Card (PDF - 136 KB), and a Manual (PDF - 5.75 MB) for Inspector reference.

ARCHITECT and its consultants and sub-consultants represent and warrant that it and they will provide their services so as to be in compliance with these new processes, as part of ARCHITECT'S Basic Services.

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, consistent with the standard of care as defined in Article 16.1; 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, 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, 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, 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 approved by DSA.
- For existing structures that require paperwork processing of available documents to obtain correction of DSA 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 DSA approvals. The ARCHITECT shall make recommendations on procedures for the DISTRICT to follow to proceed with correction of non-DSA Approved structures.

1.1 PROGRAMMING/PLANNING PHASE

Administration of Programming Services

- The Architect shall manage and administer the Programming Services. The Architect shall consult with the District, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the District and the District's consultants.
- The Architect shall confirm the scope and intent of the anticipated Project in consultation with the District.
- The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the District, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the District's Project schedule, if a Project schedule exists.
- Upon request by the District, the Architect shall make a presentation to representatives of the District to explain the Programming Services to be utilized in developing the Project.
- The Architect shall submit programming documents to the District for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the District to complete the Programming Services and in the further development of the Project.
- Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article shall be an Additional Service.

Identification of Programming Participants

- Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, shall assist the District in identifying the persons to participate in the programming process, including the Architect, the Architect's consultants, the District, the District's consultants, and users of the Project, as well as other stakeholders, if any as defined by the District.

Identification and Prioritization of District and User Group Values, Goals and Objectives

- The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.
- The Architect shall prepare and provide to the District a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.
- After the Architect provides the evaluation, the Architect shall meet with the District to confirm and finalize the District's and user's priorities, values, and goals that will impact the Project.
- Following the determination of the District's and User Group's priorities, values and goals, the Architect, in conjunction with the District, shall identify and confirm the District's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.
- The Architect shall confirm the intended use of the program documents and services with the District and the intended results of information gathering.
- The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

Information Gathering

- The Architect shall compile and review existing Project-related documentation, including the following:
 - Available reports on proposed facilities, site surveys, construction documents, and other District provided documents, including any existing program material, if any.
 - Relevant government documents such as applicable codes and ordinances
 - Applicable non-governmental building and planning standards (ie homeowner associations, developer standards, ect).
 - Relevant historical documents including Settlement Agreements and School Facility and Funding Agreements.
- The Architect shall identify, in consultation with the District, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.
- The Architect shall conduct group sessions with the District's Steering Committee and Educational Specifications Committee for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility.
- The Architect shall coordinate with the District's defined Educational Specification Committee six (6) work sessions. These sessions have been initially defined as the following:
 - **Session 1: Visioning + Exposure**
 - Introduction to planning process
 - Background information on project
 - Introductions exercise
 - Overview of Common Core/21st century learning by District
 - Exposure to what is happening in learning environments across the count

Goal for session: Exposure to 21st century learning environments and current research

- **Session 2: Developing Design Guiding Principles**
 - Understanding Guiding Principles and how they will be used
 - Guiding Principles should align with District mission
 - As a group develop a set of Design Guiding Principles

Goal for session: Proposed set of Design Guiding Principles for the District

- **Session 3: Identify/Validate Spaces in program**
 - Identify learning activities and culture that support 21st century student success
 - Identify spaces and attributes of the spaces that support learning activities/culture

Goal for session: Lists of facilities/spaces, size, and attributes for K-8 school

- **Session 4: Functional Relationships + Prioritize**
 - Identify functional relationships to each other and site
 - Prioritize list of spaces and criteria

Goal for session: Final list of spaces with relationships

- **Session 5: Sustainability Initiatives**
 - Explore sustainable opportunities for facilities and culture
 - Discuss and prioritize sustainable goals

Goal for session: Lists of prioritized sustainable initiatives

- **Session 6: Identified Desired Design Aesthetic**
 - Architect develops cost model to verify budget alignment with proposed program square footages.
 - Discuss desired design aesthetic and approach for school
 - If needed for budget alignment, input for final square footage priorities

Data Analysis

- Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.
- The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.
- The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the District.
- Based on discussions with the District, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the District prior to preparation of the Architect's initial report.

Presentation and Initial Report

- The Architect shall prepare an initial Program/Education Specification of its findings and analysis for the District and meet with the District to agree on the form of presentation appropriate to the needs of the District's organization and the Project.
- The Architect shall present its initial Program/Education Specification to the District Steering Committee or as otherwise directed by the District.

Development of Final Program/Education Specification of Project Requirements

- The Architect shall recommend Project standards or incorporate District standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.
- The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.
- The Architect shall determine specific space requirements for the Project by
 - identifying required spaces,
 - establishing sizes and relationships,
 - establishing space efficiency factors (ratio of net square footage to gross square footage), and
 - documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.
- The Architect shall prepare a final Program/Education Specification detailing all items identified in Sections ____ to ____, incorporating written and graphic materials that may include
 - an executive summary,
 - documentation of the methodology used to develop the program,
 - value and goal statements,
 - relevant facts upon which the program was based,
 - conclusions derived from data analysis,
 - relationship diagrams,
 - flow diagrams,
 - matrices identifying space allocations and relationships,
 - space listings by function and size, and
 - space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.
 - The Architect shall provide a preliminary opinion of the program with respect to the District's stated budget objectives.

1.2 SCHEMATIC DESIGN PHASE

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 Schematic Design Documents

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

A. Site 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.

1.2.5 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.

1.2.6 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 1.2.4 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.

1.2.7 Copies

ARCHITECT shall submit one master set of copies of the Schematic Design Documents, outlined in 1.2.4. All drawing masters will be at a reduced size of 8 1/2" x 11".

1.2.8 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.

1.2.9 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.

1.2.10 Coordination with Construction Manager

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

1.2.11 Cost Determination

Upon completion of the Schematic Design Phase, ARCHITECT shall provide DISTRICT with the documents set forth in Article 1.2.4 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.

1.2.12 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.

1.3 DESIGN DEVELOPMENT PHASE

1.3.1 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.

1.3.2 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) Site 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 four (4) 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.

1.3.3 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.

1.3.4 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.

1.3.5 Cost Determination

Upon completion of the Design Development Phase, ARCHITECT shall provide DISTRICT with the documents set forth in Article 1.3.2 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.

1.3.6 Copies

ARCHITECT shall provide one set of reproducible and CD Disc 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.

1.3.7 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.

1.4 CONSTRUCTION DOCUMENTS PHASE

1.4.1 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.

1.4.2 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: At the time Construction Documents are 50% complete, ARCHITECT shall select finish materials and colors to be incorporated in the work and shall prepare schedules and material boards on 36" x 24" presentation board 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. Upon acceptance of the finish materials by the DISTRICT, the ARCHITECT shall provide three (3) complete schedules and three (3) complete presentation boards.

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 1.4.3 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").

1.4.3 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.

1.4.4 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 its 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

1.4.5 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. DISTRICT may elect to perform a Constructability Review of the construction document. ARCHITECT shall provide two (2) copy sets to the DISTRICT for their review. ARCHITECT shall incorporate all noted constructability comments at no additional cost to the DISTRICT. Final changes, listed to identify impacts on construction cost, shall be provided to DISTRICT by ARCHITECT.

1.4.6 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.

1.4.7 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.

1.4.8 Copies

ARCHITECT shall provide DISTRICT with an original sepia and one master of the Specifications for reproduction.

1.5 BIDDING PHASE

1.5.1 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.

1.5.2 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 ten (10) 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.

1.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.6.1 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.)

1.6.2 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.

1.6.3 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.

1.6.4 Pre-Construction and Meetings

ARCHITECT, along with Construction Manager, if any, shall conduct pre-construction conferences and job walks with successful contractor(s).

1.6.5 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.

1.6.6 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.

1.6.7 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.

1.6.8 Access

ARCHITECT shall at all times have access to the Work wherever it is in the preparation or progress.

1.6.9 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 1.6.9.

1.6.10 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.

1.6.11 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.

1.6.12 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.

1.6.13 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.

1.6.14 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 five (5) 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.

1.6.15 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.

1.6.16 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.

1.6.17 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.

1.6.18 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.

1.6.19 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.

1.6.20 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.

1.6.21 Drawings (As-Builts)

1.6.21.1 - As-Built Drawings

As-Built Drawings: Also sometimes called "Record 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-Builts" are complete, correct and accurate. Submission shall be made to OWNER before certification of the Contractor(s) Application for Final Payment.

1.6.21.2 – 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.

1.6.22 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.

1.6.23 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.

1.6.24 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.

1.6.25 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.

1.6.26 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.

1.7 POST CONSTRUCTION EVALUATION PHASE - CORRECTION OF DEFECTS

1.7.1 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.

1.7.2 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 along 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.

ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

3.1 DISTRICT Project Manager

DISTRICT shall designate a person who will be the primary contact person between the DISTRICT and the ARCHITECT for purposes of conveying information and performing the day to day tasks required by this Agreement with respect to the Project ("Project Manager"). Beyond the day to day performance of the DISTRICT'S tasks and obligations under this Agreement, the Project Manager is not authorized to modify, change, alter, or amend this Agreement in any way. Any modification, change, alteration, or amendment to this Agreement can only be authorized by an act of the DISTRICT'S Governing Board or an employee or officer of the DISTRICT who has received specific delegated authority in writing from the DISTRICT'S Governing Board. It is the ARCHITECT'S responsibility to inquire and determine if any such person has received such specific delegated authority for the Project. The DISTRICT' may replace the Project Manager upon written notice to ARCHITECT.

3.2 Project Team

The DISTRICT Project Manager may be supported by the DISTRICT'S Project Team during the course of this Agreement. Any Project Team members will be identified in writing to the ARCHITECT by the DISTRICT. However, Project Team Members are not authorized to modify, change, alter, or amend this Agreement in any way.

3.3 Review of Documents

DISTRICT shall examine the documents submitted by ARCHITECT and shall render decisions pertaining thereto.

3.4 Site Survey

When requested and reasonably required, the DISTRICT shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

3.5 Soils

When requested and reasonably required, the DISTRICT shall furnish the services of geotechnical engineers or consultants when such services are reasonably required and deemed necessary by ARCHITECT or as required by local or state codes. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations of determining subsoil, air and water conditions, with reports and appropriate professional recommendations, or as may be recommended by ARCHITECT.

3.6 Utility Survey

When requested and reasonably required, the DISTRICT shall furnish a survey of the existing known utilities of the site, including location, size, inverts and depths.

3.7 Testing

When requested and reasonably required, the DISTRICT shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 Legal, Accounting

DISTRICT shall furnish its own legal, accounting and insurance counseling services, including auditing services, as DISTRICT may desire.

3.9 Notice of Defects

If DISTRICT observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, DISTRICT shall give prompt written notice to ARCHITECT. However, DISTRICT'S failure to give such notice shall not eliminate the obligations of ARCHITECT regarding the administration of the construction of the Project or other obligations under this Agreement and/or the Contract Documents; nor is DISTRICT required to make any inspections.

3.10 Advertising

DISTRICT shall pay the cost of any advertisements for bids that may be required by DISTRICT.

3.11 Bid Documents

DISTRICT shall provide copies of samples of the documents listed in 1.4.2.A. In addition to the ARCHITECT'S obligation to prepare all of the documents and information required by this Agreement, ARCHITECT shall recommend to the DISTRICT at least sixty (60) days in advance of any advertisement for bids, any changes, modifications, edits and/or alterations needed to the samples of the documents listed in 1.4.2.A.

3.12 Inspector of Record

Pursuant to the DISTRICT'S obligations under applicable law, the DISTRICT will retain and pay for the DSA required Inspector of Record for the Project as well as any specialty inspectors needed to report to the Inspector of Record.

3.13 Permits/Fees

As between the ARCHITECT and the DISTRICT, the ARCHITECT shall acquire same but the DISTRICT will pay and/or reimburse the ARCHITECT for all necessary fees and permits.

ARTICLE 4 - CONSTRUCTION COST

4.1 Definition

"Construction Cost" as used in this Article 4 shall be the total construction cost of the lowest responsible bidder as of the time construction bids are received, including all fees, compensation, overhead, bonds, contingency and profit of the Contractor(s) and all general conditions items, and excluding any contingency maintained by DISTRICT. "Probable Construction Cost", as used hereinafter, shall be the ARCHITECT'S best estimate of said

total construction cost. If a construction delivery method other than competitive bidding is used for the Project, then the "Construction Cost" as used in this Article 4 shall be the total construction cost finally agreed to between the DISTRICT and the contractor(s) selected to build the Project.

4.2 Estimates of Construction Cost

4.2.1 Statements of Probable Construction Cost

All Statements of Probable Construction Cost ("Statements") prepared by ARCHITECT or Estimates of Construction Cost ("Estimates") prepared by DISTRICT shall be in a mutually agreed upon format so they may be directly compared. The Statements and the Estimates shall be independently prepared by ARCHITECT and the DISTRICT at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% and 100% Construction Documents Phases. The ARCHITECT and the DISTRICT will perform a final reconciliation of the Final Statement of Probable Construction Cost and the Estimate of Construction Cost after the documents have been reviewed/approved by the Division of the State Architect (DSA) to allow for any changes made during the DSA review period. The Statements and the Estimates shall identify any contingencies as a separate line item. ARCHITECT shall supply DISTRICT upon request all material relied upon in producing the Statements.

4.2.2 Time of Preparation

ARCHITECT shall prepare and provide to the DISTRICT Statements of Probable Construction Cost, at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% completion of Construction Documents Phase and at 100% completion of Construction Documents Phase.

4.3 DISTRICT'S Construction Budget

4.3.1 Amount

DISTRICT has a construction budget, (the "Construction Budget") as set forth in attached Exhibit E, including a design contingency. ARCHITECT shall designate in its initial Statement a design contingency within the Construction Budget.

4.4 Responsibility for Construction Cost

4.4.1 Estimation, Reliance

ARCHITECT (or its consultant) is a construction industry professional skilled in construction estimation. Although it is recognized, that ARCHITECT has no control over the cost of labor, materials or equipment, over bid prices, or other competitive bidding, market or negotiating conditions which may vary from any Statement or Estimate. Nonetheless, DISTRICT shall be entitled to rely upon the Statements and Estimates in making decisions regarding the Project.

4.4.2 Consultation and Reconciliation

At the time of each preparation of the Statements and Estimates for the Project, ARCHITECT and DISTRICT shall consult with each other to attempt to explain and resolve the differences between their independently prepared Statements and Estimates. The ARCHITECT and the DISTRICT will conduct cost reconciliation meetings at the end of the Schematic Design Phase, at the end of the Design Development Phase, at 50% completion of the Construction Documents Phase, and at 100% completion of the Construction Documents Phase to compare the DISTRICT'S Estimate and the ARCHITECT'S Statement to ensure accuracy and compliance with the Construction Budget. If at the conclusion of each estimate reconciliation meeting, the reconciled construction estimate is greater than five percent (5%) over the established Construction Budget, the ARCHITECT will develop and propose cost reduction measures in order to realign the design with the established Construction Budget. The ARCHITECT will provide the DISTRICT with a detailed report of all proposed cost reduction measures for DISTRICT'S review and approval.

4.4.3 Bid Price

The "Bid Price" shall be the price for all work to be done in the construction of the Project including the items listed in 4.1. The Bid Price is the lowest responsive competitive bid submitted by a responsible contractor(s), as determined by DISTRICT.

4.4.4 Resolution of Final Statement of Probable Construction Cost Before Bids

If before bidding any bid package, ARCHITECT'S Final Statement exceeds the Construction Budget for that portion of the Work, ARCHITECT shall propose alternatives or shall propose revisions which, when agreed upon, shall be incorporated in the bidding documents at no additional cost to DISTRICT. If after consultation and reconciliation with DISTRICT, in accordance with Subparagraph 4.4.2 there remains a difference between ARCHITECT'S Final Statement and DISTRICT'S Estimate, ARCHITECT has the right to rely on ARCHITECT'S Final Statement. Such reliance shall in no way relieve ARCHITECT of the obligation to modify the Drawings and Specifications for rebidding or negotiation if the final Bid Price, obtained by bidding consistent with the Project Schedule, and including alternatives described above, is more than ten percent (10%) above the Construction Budget. Before bid, DISTRICT may, however, direct ARCHITECT to prepare further bid alternatives. If the Bid Price for a bid package on which DISTRICT requested additional bid alternatives exceeds the Construction Budget for that work by more than ten percent, then ARCHITECT will not be compensated as an Additional Service for preparing the requested bid alternatives. If the Bid Price for a bid package on which DISTRICT requested additional bid alternatives is less than the Construction Budget, then ARCHITECT shall be compensated, on a time and expense basis, as an Additional Service for preparing the requested bid alternatives.

4.4.5 Bid Price with Alternatives Above or Below Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule, and modified by exercising all alternatives approved by DISTRICT exceeds the construction budget by more than ten percent (10%), ARCHITECT after consultation with DISTRICT shall at its own expense promptly modify the Construction Documents to reduce, or increase the construction cost such that the revised Bid Price is within the Construction Budget. ARCHITECT shall evaluate in writing the impact of each modification, which shall be subject to DISTRICT'S approval. ARCHITECT shall provide all appropriate assistance in rebidding or negotiation of bids.

4.4.6 Bid Price Exceeds Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule and Scope, exceeds the Construction Budget and the District chooses to award the Project the Architect is not entitled to additional fees due to the increased construction cost.

ARTICLE 5 - RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER

5.1 Team Concept

DISTRICT and ARCHITECT, (the "Team") shall function as a team to design and construct the Project as expeditiously as possible to maximize the program content within the fixed budgetary limits established by DISTRICT. In general ARCHITECT shall be the team leader with respect to design matters and DISTRICT shall be the team leader with respect to all other matters, including without limitation, construction and financial matters.

5.2 Coordination with Consultants

DISTRICT may, at its sole discretion, employ the services of separate consultants, such as interior designer, acoustic engineers or a consultant on energy conservation. ARCHITECT shall cooperate with the consultants by including them in meetings and providing information pertaining to their specialties. Any differences of opinion between any consultant and ARCHITECT or DISTRICT'S Construction Manager and their consultants

shall be resolved by DISTRICT.

ARTICLE 6 – TIME

6.1 Avoiding Delays

Time is of the essence in this Agreement.

6.2 Project Schedule

The Project Schedule (see 1.0.12 and Exhibit "D") shall not be exceeded by any party for its respective tasks. The Project Schedule may be adjusted as the Project proceeds as required due to causes other than the negligence of ARCHITECT and beyond the reasonable control of ARCHITECT, including allowance for DISTRICT or governmental or other authorities or entities having jurisdiction over the Project. Subject to the foregoing limitations, ARCHITECT agrees to perform all Basic Services and Additional Services with respect to the Project in order to meet the Project Schedule.

6.3 Notice of Delay

ARCHITECT shall, immediately upon ascertainment, notify DISTRICT in writing of any delay in: (i) the preparation and/or production of any of ARCHITECT'S documents hereunder, (ii) the performance by DISTRICT'S consultants, (iii) ARCHITECT'S services, or (iv) in connection with any matter attended to by ARCHITECT or with which ARCHITECT is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Project Schedule. ARCHITECT shall consult and advise with DISTRICT in connection with any such delay and its effect on the Project Schedule and shall take such action on DISTRICT'S behalf as DISTRICT may request in accordance with the terms and conditions of this Agreement.

6.4 Specific Response Times

ARCHITECT shall adhere to the response times set forth in the Construction Documents, or other reasonable response times if established in writing by the DISTRICT, for ARCHITECT'S performance of services (e.g., review and approval of shop drawings, preparation of change orders and field orders, interpretation of Construction Documents, review of requests to substitute materials, etc.). These specific response times shall be considered to be reasonable and ARCHITECT will not exceed them unless, at the time of the action which necessitates a response, it indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by DISTRICT. Insufficiency of personnel shall not be an adequate excuse for delay by ARCHITECT or its consultants. (See, also, Article 1.5.1.)

6.5 Delays

If the Work of ARCHITECT is delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to the Project by reason of fire or other casualty or other causes beyond the reasonable control of ARCHITECT (including failure of DISTRICT or its consultants to respond in a timely manner) and not due to the willful or negligent act or omission, financial inability, or default of ARCHITECT, or events reasonably foreseeable to ARCHITECT, then upon the written request of ARCHITECT to DISTRICT the time for completion under the Project Schedule shall be appropriately extended by the number of working days of delay actually so caused. Provided, however, no such extension shall be made or allowed unless a written request therefore is made within ten (10) calendar days after the event or occurrence giving rise to the delay. In the case of a continuing cause of delay only one request shall be necessary, which request shall affirmatively state the delay is a continuing one and the reasons therefore. All delay requests or notices hereunder shall describe the nature of the delay and estimate the probable effect of such delay on the progress of the work. The effect of any delay shall also be shown on the latest Project Schedule.

ARTICLE 7 - ARCHITECT'S FEES

7.1 Basic Services

DISTRICT shall pay ARCHITECT for all Basic services under this Agreement the sum of the amount set forth in the attached Exhibit F. Such sum is inclusive of all costs associated with the Project, including engineers and consultants, sub-consultants, overhead and profit, but excluding reimbursable expenses as set forth in Article 8.

7.2 Payment for Basic Services

The DISTRICT will make progress payments to ARCHITECT monthly upon receipt of ARCHITECT'S statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator less any backcharges, set offs and/or withholds. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to ARCHITECT at various phases for Basic Services:

	<u>To Be Paid</u>	<u>Paid To Date</u>
Programming/Planning Phase completed	7%	7%
Schematic Design Phase completed	10%	17%
Design Development Phase completed	15%	32%
Construction Documents Phase completed	35%	67%
Bidding Phase completed	5%	72%
Construction Phase completed	23%	95%
Post Completion Evaluation Phase	5%	100%

7.2.1 Not Used

7.2.2 Next to Last and Final Payment

The Next to Last payment will be made to the ARCHITECT at the end of the Construction Phase once all of the following have occurred: (i) the filing of the Notice of Completion by the District with the County Recorder's Office; and (ii) receipt by the District of a letter from the ARCHITECT certifying that all DSA close-out documents have been submitted to DSA. To be in compliance with the foregoing, the ARCHITECT'S letter to the District shall include copies of all close-out documents that the ARCHITECT has sent to DSA. Final payment of five percent (5%) will be made to the ARCHITECT upon the submittal of all required documents under the control of the ARCHITECT of the Post Completion Evaluation Phase.

7.2.3 Termination

If ARCHITECT'S services are terminated by DISTRICT as set forth in Article 11 at the completion of the Schematic Design Phase, the maximum obligation of DISTRICT to ARCHITECT shall be as set forth in attached Exhibit F, plus the approved Reimbursable Expenses incurred and Additional Services performed before the date of termination.

7.2.4 Payments to Consultants and Sub-Consultants

ARCHITECT shall make all progress and final payments to ARCHITECT'S consultants and/or sub-consultants in compliance with Civil Code Section 3321.

7.2.5 Back Charges; Set Offs; and Offsets

DISTRICT shall have the right to back charge and deduct from any payment(s) then due or to that become due and payable to the ARCHITECT for any costs, expenses, fees, damages of the like that DISTRICT has had to

pay or become obligated to pay, or incurred, as a result of the failure or refusal of the ARCHITECT and/or its consultants and/or sub-consultants to perform as required under this Agreement. DISTRICT shall also have the right to deduct (offset/setoff) the amount of any such back charge against any other monies it may owe ARCHITECT under any other contract or agreement. Also, if the DISTRICT owes money to the ARCHITECT under this Agreement, but the ARCHITECT owes money to the DISTRICT under some other agreement or contract, the DISTRICT may offset/setoff such monies and either receive and/or pay the net amount of such monies after any such offset/setoff.

7.2.6 Disputed invoices shall be returned to the Architect within ten (10) working days of receipt of the invoice with a clear description of the nature of the dispute.

7.2.7 Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month on balances outstanding, pursuant to Civil Code section 3320.

7.3 Compensation for Additional Services

7.3.1 ARCHITECT

For Additional Services of ARCHITECT, as described in Article 2 and including Additional Services of ARCHITECT'S consultants, compensation shall be computed as follows: Principals' time and time of other employees at the fixed hourly rate set forth on attached Exhibit G hereto.

7.4 Invoices

DISTRICT shall pay for Additional Services and Reimbursable Expenses, as described in Article 8, monthly upon presentation and verification of ARCHITECT'S statement of services rendered using the invoice form provided in EXHIBIT "H". Payment shall be made within 30 days after (a) receipt of ARCHITECT'S invoice or (b) date payment is due, whichever is later. ARCHITECT shall submit invoices for Additional Services and Reimbursable Expenses within sixty (60) days after rendering such services and incurring such expenses. The ARCHITECT'S invoices for Reimbursable Expenses shall be at cost plus a ten (10) percent mark-up for overhead and profit.

7.5 No Deductions

Except as provided elsewhere in this Agreement, no deductions shall be made from ARCHITECT'S compensation for Basic Services on account of penalty, liquidated damages or other sums withheld from payment to the Contractor(s), or on account of the cost of changes in Construction Cost, other than those for which ARCHITECT is liable.

7.6 Suspension

If the Project is suspended in whole or in part for more than four months, ARCHITECT shall be compensated for all services performed before receipt of written notice from DISTRICT of such suspension, together with Reimbursable Expenses due. If the Project is resumed after being suspended for more than four months, ARCHITECT'S compensation shall be equitably adjusted.

7.7 Limitation

The fee for Basic Services provides payment in full for all costs incurred by the ARCHITECT in the performance of this Agreement, unless reimbursement is specifically provided for elsewhere in this Agreement. Costs not to be reimbursed include, but are not limited to, correction of errors or omissions, local telephone calls, postage, and expressage. ARCHITECT shall not perform work which involves a change in any fee without prior written agreement from the DISTRICT as to the amount of adjustment to the fee. Work performed by the ARCHITECT without such written approval will be at the ARCHITECT'S sole cost. Adjustment of the ARCHITECT'S Basic Services Fee requires amendment of the Agreement and shall be made only if THE

DISTRICT'S Governing Board materially increases or decreases the scope of work, or suspends, extends or terminates the ARCHITECT'S services in which case fees will be adjusted as set forth in this Agreement. Acceptance of final payment under Paragraphs 7.2 or 7.2.1 by ARCHITECT shall be conclusive that DISTRICT has performed all its obligations under this Agreement and shall release DISTRICT from all claims except those previously asserted by ARCHITECT in writing and still unresolved.

7.8 Errors and Omissions

In addition to the standards and requirements set forth elsewhere in this Agreement, including but not limited to in Article 16 hereof, this Article 7.8 and Article 7.8.1 establishes standards and requirements that specifically govern the ARCHITECT'S and DISTRICT'S apportionment of the risks associated with errors and omissions in the Construction Documents and/or for other failure on the part of the ARCHITECT to perform services and/or work under this Agreement.

7.8.1 Responsibility for Errors and Omissions

.1 Errors: The ARCHITECT shall be solely responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of all kind, either due to or arising from errors by the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants that violate the standard of care set forth in Article 16.

.2 Omissions: The ARCHITECT shall be responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of all kind, arising from the omissions of the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants that are greater than what the DISTRICT would have paid had the work been correctly shown in the as-bid Contract Documents. Notwithstanding the foregoing, the DISTRICT will pay for the costs, expenses, fees and/or damages arising from such omissions up to a maximum aggregate amount of four percent (4%) of the Contractor's base bid. The ARCHITECT shall be solely responsible for and pay for all of the DISTRICT'S costs, expenses, fees and/or damages arising from such omissions that violate the standard of care in excess of four percent (4%) of the Contractor's base bid.

7.9 Architect Supplemental Instructions

Architect Supplemental Instructions (ASI), sometimes called a Clarification, will be considered part of quality control, and all redesign and specification costs associated with ASI's will be borne by the ARCHITECT. An ASI and a Clarification are synonymous.

ARTICLE 8 - REIMBURSABLE EXPENSES

8.1 General

Reimbursable Expenses are in addition to the compensation for Basic Services and Additional Services and shall be actual expenditures made by ARCHITECT and ARCHITECT'S employees and consultants in the interest of the Project for the expenses listed in the following subparagraphs. Reimbursable Expenses shall not carry any mark up and be passed on to the DISTRICT plus an administrative mark-up of 10%. All expenses incurred or which reasonably can be inferred from the conduct of Basic or Additional Services are included in the fees quoted therefore and no other expenses shall be reimbursed by DISTRICT except as described in the following subparagraphs to the extent they are actually and reasonably incurred and approved in advance in writing by DISTRICT.

8.1.1 Transportation Expenses

Extended travel outside of the Orange and San Diego Counties when traveling in connection with the Project, provided that such travel has been specifically approved in writing by the DISTRICT'S Governing Board before the travel occurs.

8.1.2 Excess Reproduction Expense

Expense of reproductions of drawings, specifications and other documents furnished at the end of each phase, requested by DISTRICT in excess of those furnished as a Basic Service. Reproduction of working documents during design phases for District and consultants shall be furnished as part of Basic Services.

8.1.3 Additional Services Expenses

Expense of data processing and photographic production techniques when used in connection with Additional Services and authorized in writing in advance.

8.1.4 Models

Expense of models and mockups specifically requested by DISTRICT and prepared by independent contractors, but specifically excluding study models.

8.1.5 Overtime

If authorized in writing in advance by the DISTRICT'S Governing Board, the expense of overtime work requiring higher than regular rates. ARCHITECT shall be responsible for all overtime work required to meet its Basic Service obligations within the Project Schedule in accordance with Article 6.2. Any general authorization of work shall not be an authorization of overtime work unless the inclusion of overtime Work is clearly identified and DISTRICT has received an estimate of the cost of the overtime work before the approval.

8.1.6 Additional Insurance

Expense of any additional insurance coverage or limits, including professional liability insurance, specifically requested by DISTRICT in writing in excess of that set forth in Article 13.

8.1.7 Other

Expense of special mailing, special delivery and similar other expenditures incurred at DISTRICT'S request.

8.1.8 Overhead

DISTRICT shall reimburse only for actual out-of-pocket costs and not for indirect costs or overhead.

ARTICLE 9 - ARCHITECT'S ACCOUNTING RECORDS

9.1 Maintenance of Records

Records relating to Basic Services, Reimbursable Expenses, Additional Services, and any other charges based upon hourly rates or expenses of ARCHITECT, shall be kept in accordance with generally accepted accounting principles consistently applied and all records of ARCHITECT pertaining to the Project shall be available to DISTRICT and DISTRICT'S authorized representative during normal business hours. DISTRICT shall be allowed to make copies of any of the foregoing records. ARCHITECT shall preserve all such records for a period of three years after final payment to ARCHITECT under this Agreement. At the end of the three year period, if ARCHITECT intends to destroy said records, the ARCHITECT shall notify the DISTRICT in writing of such intention and permit the DISTRICT to take possession of such records.

9.2 Payment without Prejudice

DISTRICT'S payments to ARCHITECT for Basic Services, Reimbursable Expenses, Additional Services,

or other payments based upon ARCHITECT'S records, shall be without prejudice to DISTRICT'S right to an examination of ARCHITECT'S records relating to the Project. All payments to ARCHITECT are subject to review and/or audit, and/or adjustment.

9.3 Audits

At any reasonable time within three (3) years after final payment to ARCHITECT, and upon ten (10) days prior written notice to ARCHITECT, DISTRICT may cause an audit to be made of the records relating to the Project for any period covered by this Agreement. Except as provided in 9.4 below, the cost of such audit shall be paid by DISTRICT.

9.4 Cost of Audit

If it shall be determined as a result of such audit that there has been an overcharge to DISTRICT when such overcharge is in excess of five percent (5%) of the amount paid by DISTRICT for Basic Services, Reimbursable Expenses, Additional Services, and/or other charges based upon ARCHITECT'S records for the period covered by the audit, ARCHITECT shall also pay to DISTRICT the cost of the audit, in addition to any refund of overcharges.

ARTICLE 10 - OWNERSHIP AND USE OF DOCUMENTS

Although the official copyright in all Project Documents shall remain with the ARCHITECT, the documents prepared by the ARCHITECT or ARCHITECT's Sub-Consultants for this Project shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify or reuse any and all designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression (Project Documents), including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks and any intellectual property rights therein for additions, remodels, alterations, renovations or completion of the project by others. Should the DISTRICT copy, use, modify, or reuse any of the Project Documents, the names and seals of the ARCHITECT or Sub-Consultants, if any, shall be removed from the title block of all signature pages from the Project Documents and the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, reasonable attorneys' fees, accruing to or resulting from any and all persons, firms, or any other legal entity, arising out of any use, reuse or modification of the ARCHITECT's Project Documents.

The DISTRICT expressly acknowledges and agrees that the Project Documents provided by the ARCHITECT under this Agreement may contain certain design details, features and concepts from the ARCHITECT's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of the ARCHITECT. Nothing herein shall be construed as a limitation on the ARCHITECT's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 Termination for Cause

The DISTRICT may terminate ARCHITECT'S services under this Agreement following seven (7) days written notice to ARCHITECT because of the substantial failure of ARCHITECT to perform or provide prompt, efficient or thorough service or if ARCHITECT fails to complete its services or otherwise comply with the terms of this Agreement. Upon receipt of a notice of termination, ARCHITECT shall forthwith discontinue the rendering of all services under this Agreement other than services necessary for an orderly windup of ARCHITECT'S services.

Failure of the DISTRICT to make payments to the ARCHITECT in accordance with this Agreement may be

considered substantial nonperformance and cause for termination.

11.2 Termination for Convenience

The DISTRICT shall also have the right, in its absolute discretion, to terminate this Agreement for convenience and without cause following fifteen (15) days prior written notice from the DISTRICT to ARCHITECT. Upon receipt of a notice of termination, ARCHITECT shall forthwith discontinue the rendering of all services under this Agreement other than services necessary for an orderly windup of ARCHITECT'S services. Any termination by the DISTRICT pursuant to Paragraph 11.1, which is found not to meet the requirements of Paragraph 11.1, shall be deemed a termination pursuant to this Paragraph 11.2. As a full and complete method of compensating ARCHITECT for a Termination for Convenience, ARCHITECT shall produce to the DISTRICT an accounting of all billings submitted to the DISTRICT to the time of termination and payments made thereon, a supplemental billing of for Services rendered from the last regular billing submitted, with backup and support. The full and exclusive compensation, money and damages payable by the DISTRICT to the ARCHITECT for a Termination for Convenience shall be: (1) the amount of any unpaid regular invoices; (2) the amount of the supplemental billing, properly supported with backup, if any, (3) the amount of any retention held by the DISTRICT from the ARCHITECT; and (4) a markup of five percent (5%) calculated on items (1) – (3) identified in this Paragraph 11.2. Nothing set forth herein shall preclude the DISTRICT from its rights and/or remedies of offset, set off, back charge, and/or indemnity, against the ARCHITECT and/or its insurance carriers.

11.3 Suspension or Abandonment

The DISTRICT has the absolute discretion to suspend or abandon all or any portion of the work on a Project for any length of time and may do so upon seven (7) days written notice to ARCHITECT. Upon notice of suspension or abandonment, ARCHITECT shall discontinue any further action on a Project. If the entire work to be performed on the Project is abandoned, the Parties shall each be relieved of the remaining executory obligations of this Agreement, as it relates to that Project, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other project.

11.4 Insolvency

In the event that ARCHITECT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the DISTRICT this Agreement shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to the DISTRICT.

11.5 Terms of Payment

In the event the DISTRICT terminates without cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by ARCHITECT before the time of such termination, suspension or abandonment of this Agreement bears to the entire services ARCHITECT is required to perform or provide for the Project. For purposes of determining the ratio of the services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Article 7.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. ARCHITECT shall also be paid its compensation for services performed before the date of termination, including Reimbursable Expenses and Additional Services then due. In the event of termination due to a breach of this Agreement by ARCHITECT, the compensation due ARCHITECT upon termination shall be reduced by the amount of damages sustained by the DISTRICT due to the negligence of the Architect pursuant to the conditions set forth in Article 12 of this Agreement.

11.6 Documents/ Models

Upon termination, abandonment or suspension, ARCHITECT shall deliver to the DISTRICT all productions of all finished and unfinished documents, cost estimates, studies, surveys, maps, models, photographs, reports sketches, working drawings, specifications, computations and all other documents and matters prepared by ARCHITECT to which the DISTRICT would have been entitled at the completion of ARCHITECT'S services. All drawings shall be of high quality sepiat with all work clearly legible.

11.7 No Release

The termination, abandonment, or suspension of this Agreement shall not relieve or release ARCHITECT from any liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of this Agreement by ARCHITECT.

ARTICLE 12 - INDEMNITY

12.1 Indemnity for Non-Professional Liability

ARCHITECT shall indemnify, hold harmless, and defend DISTRICT and each of its officers, trustees, employees, agents, and volunteers, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract or tort, including but not limited to personal injury, death, and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising directly out of any negligence, recklessness, or willful misconduct on the part of ARCHITECT, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom ARCHITECT is responsible, in connection with the performance of the Agreement. ARCHITECT'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.

12.2 Indemnity for Professional Liability

Specifically regarding professional liability, ARCHITECT shall indemnify and hold harmless DISTRICT, its officers, trustees, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract or tort, including but not limited to personal injury, death at any time and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses) arising out of or in connection with the professional negligence, recklessness or willful misconduct of the ARCHITECT in the performance of the Agreement. The ARCHITECT's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the DISTRICT but rather to reimburse the DISTRICT for reasonable attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT to the extent caused by the professional negligence, recklessness or willful misconduct of the ARCHITECT on a comparative fault basis.

12.3 Limitation

Notwithstanding paragraphs 12.1 and 12.2, ARCHITECT'S obligations to indemnify and hold harmless the DISTRICT shall not include indemnification, or hold harmless obligations for claims which arise as the result of the active negligence of DISTRICT, or the negligence or willful misconduct of DISTRICT, its agents, servants or independent contractors who are directly responsible to DISTRICT, or for defects in design furnished by such persons, other than ARCHITECT 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 ARCHITECT. It is the intent of this Article 12 to provide the broadest enforceable defense, indemnity, and hold harmless obligations of ARCHITECT under California law. If any provision of this Article exceeds the restrictions of

California law, that portion of this Article that exceeds the limits of the law shall be null and void and the remaining defense, indemnity, and hold harmless obligations shall remain fully enforceable.

ARTICLE 13 – INSURANCE REQUIREMENTS

Before starting to perform under this Agreement and during the entire term of this Agreement, ARCHITECT shall, at its sole cost and expense, carry and maintain the following insurance.

13.1 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 by District.

13.2 Minimum Limits of Insurance: ARCHITECT shall maintain limits no less than:

- .1 Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- .2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- .3 Workers’ Compensation and Employers Liability: Workers’ compensation limits as required by the Labor Code of the State of California and Employers’ Liability limits of \$1,000,000 per accident.
- .4 Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

13.3 Claims-Made Forms:

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

13.4 Deductibles and Self-Insured Retentions:

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

13.5 Other Insurance Provisions:

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

A. General Liability and Automobile Liability Coverage:

- .1 DISTRICT, Construction Manager, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of ARCHITECT; premises owned, leased or used by ARCHITECT. The coverage shall

contain no special limitations on the scope of the protection afforded to DISTRICT, its officials, employees or volunteers.

.2 ARCHITECT'S insurance coverage shall be primary insurance as respects DISTRICT, its officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officials, employees or volunteers shall be in excess of ARCHITECT'S insurance and shall not contribute with it.

.3 Failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officials, employees or volunteers.

.4 Coverage shall state that ARCHITECT'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.

B. All Coverages: Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to

DISTRICT. In addition, ARCHITECT 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 DISTRICT and DISTRICT approves the reduction in coverage or limits in writing. ARCHITECT 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 DISTRICT and DISTRICT approves such increase in writing.

C. Acceptability of Insurers: 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 writing 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.

13.6 Additional Requirements:

.1 ARCHITECT shall submit proof of the required insurance coverage at the time of the execution of this Agreement. Evidence of such insurance shall be provided to the DISTRICT by delivering copies of the policies or certificates of insurance setting forth the required coverage.

.2 ARCHITECT shall ensure that all such coverages are in full force and effect during the time intervals hereafter stipulated. The Professional Liability and all other coverages (except for the Automobile Liability coverage) shall remain in effect for at least three (3) full years after the date of final Completion of the Project and acceptance thereof by the DISTRICT. The Automobile policy shall remain in effect until at least the date on which ARCHITECT is paid in full under this Agreement. ARCHITECT shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the time period they are required to be in effect.

.3 No act or omission of any insurance agent or broker shall relieve ARCHITECT of any of its obligations under this Agreement. In the event that ARCHITECT fails to acquire and maintain the insurance coverage as provided herein, the DISTRICT may procure the same and pay the premium therefore, in which case the cost shall be charged to ARCHITECT or deducted from payments due ARCHITECT hereunder, at the DISTRICT'S sole discretion.

.4 In addition, the DISTRICT may, at its option, require ARCHITECT to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the DISTRICT and the DISTRICT approves, in advance, such additional insurance, the company issuing the same, the scope

of the coverage thereof and the premiums therefore.

ARTICLE 14 – CHANGES

14.1 DISTRICT May Direct

DISTRICT may, at any time, direct changes in the general scope of the services required by this Agreement, or in services previously approved in earlier phases. All DISTRICT directed changes shall be in writing specifying the change required.

14.2 ARCHITECT'S Responsibility

Upon receipt of a written notice of a change, ARCHITECT shall estimate the hours and costs associated with the change. ARCHITECT shall prepare a written statement showing the impact of the change on the probable Construction Cost, on the Project Schedule and on the functioning of the Project as a whole.

14.3 Compensation

If approved, ARCHITECT shall be entitled to compensation pursuant to Article 7 as an Additional Service in an amount that DISTRICT and ARCHITECT agree upon. In addition, DISTRICT shall adjust the Project Construction Budget, and the Project Schedule by an amount determined by DISTRICT after consultation with ARCHITECT. However, ARCHITECT shall not be compensated for correction of deficiencies in the Construction Documents or other documents prepared or reviewed by it.

ARTICLE 15 – DISPUTES

Pending resolution of a dispute, ARCHITECT agrees to continue the work diligently to completion and the DISTRICT agrees to make progress payments in accordance with this AGREEMENT, except that the DISTRICT may withhold only those funds that are in dispute. In the event that the withholding by the DISTRICT exceeds 10% of the total fee, the DISTRICT and ARCHITECT agree that any withholding by THE DISTRICT in excess of that amount, the ARCHITECT shall be entitled to suspend services upon seven (7) days written notification to the DISTRICT, pending the good faith resolution of the dispute by both parties.

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 ARCHITECT is required to participate therein as part of its Basic Services under this Agreement.

In any dispute between the ARCHITECT and the DISTRICT, the ARCHITECT 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 listed as the Project Architect for the ARCHITECT. 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 listed as the Project Architect for the ARCHITECT 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 listed as the Project Architect for the ARCHITECT does not resolve the Dispute, then the DISTRICT'S Superintendent and the President of the ARCHITECT shall meet with fifteen (15) days of the meeting of the DISTRICT'S Deputy Superintendent, Business and Support Services and the person listed as the Project Architect for the ARCHITECT. If the DISTRICT'S Superintendent and the President of the ARCHITECT 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 ARCHITECT 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 ARCHITECT.

ARTICLE 16 - STANDARDS OF PERFORMANCE

16.1 Standard of Care

In addition to the requirements set forth in Article 7.8 regarding errors and /or omissions, ARCHITECT shall perform all services and work under this Agreement pursuant to the requirements stated in this Agreement. The ARCHITECT will perform all services and work in a skillful and competent manner that is consistent with the standards generally recognized as being employed by professionals qualified to perform the services and work in the same discipline in the State of California. The ARCHITECT shall provide the Construction Documents and shall review the construction and installation of the Work to meet the requirements of the Construction Documents. Neither review nor approval of ARCHITECT'S, its consultants', and/or sub-consultants work shall relieve ARCHITECT, its consultants, and/or its sub-consultants from first, their duty to adhere to the standards and requirements of this Agreement, or if silent herein, then, the applicable standards of professional care in the performance of their duties. ARCHITECT will be fully responsible to the DISTRICT for any damages to the DISTRICT and delays to the Project as specified in Article 12 of this Agreement. Without limiting the foregoing, ARCHITECT shall be fully responsible to the DISTRICT for any increased costs incurred by the DISTRICT as a result of any such negligent delays in the design or construction of the Project. ARCHITECT represents and maintains that it is skilled in the professional calling necessary to perform the services and work required by this Agreement. ARCHITECT warrants that all of its employees, ARCHITECT'S, engineers, and other consultants and sub-consultants shall have sufficient skill and experience to perform the services and work assigned to them. ARCHITECT represents that it, its employees, ARCHITECT'S, engineers, and other consultants and sub-consultants have all required licenses, permits, qualifications and approvals of whatever nature that are legally required for them to have to perform the services and work assigned to or rendered by them, and that such licenses and approvals shall be maintained in good standing throughout the entire term of this Agreement.

16.2 Laws and Regulations

.1 Knowledge and Compliance.

ARCHITECT shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of ARCHITECT by law. Similarly, ARCHITECT'S employees, engineers and consultants shall keep themselves fully informed of all applicable laws and regulations affecting performance. ARCHITECT shall be liable, pursuant to Article 12 of this Agreement, for all violations of such laws and regulations in connection with its services. If ARCHITECT performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, ARCHITECT shall be solely responsible for all costs arising there from. ARCHITECT shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

.2 Construction Documents.

ARCHITECT shall cause all Construction Documents to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code; Titles 19, 21 and 24 of the California Code of Regulations; and any requirements of the Division of State ARCHITECT (including structural safety, fire/life safety and access compliance sections), the State Department of Education, the California Department of General Services, local agencies such as Department of Health, Department of Public Works, Department of Transportation, Fire Department, and local utility companies, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. ARCHITECT shall cause the necessary copies of the Construction Documents to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the services described in this Agreement.

.3 Americans with Disabilities Act.

ARCHITECT will use its best professional efforts consistent with the standard of care set forth in this Agreement to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). ARCHITECT shall inform the DISTRICT of its interpretations of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law. Unless ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of the DISTRICT and requests the DISTRICT'S direction on how to proceed, ARCHITECT'S interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of ARCHITECT, and ARCHITECT shall correct all Construction Documents and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of the DISTRICT and requests the DISTRICT'S direction on how to proceed, ARCHITECT shall be responsible to the DISTRICT pursuant to the indemnification provision of this Agreement.

16.3 Schedule of Services

.1 Timely Performance Standard.

ARCHITECT shall perform all services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, ARCHITECT shall perform its services so as to allow for the full and adequate completion of the Project within the time required by the DISTRICT and within any completion schedules adopted for the Project. ARCHITECT agrees to coordinate with the DISTRICT'S staff, Project Managers, contractors and consultants in the performance of the services, and shall be available to the DISTRICT'S staff, Project Managers, contractors and consultants at all reasonable times. Time is, and shall remain, of the essence.

.2 Performance Schedule.

ARCHITECT shall adhere to the schedule established by the DISTRICT. If the DISTRICT and ARCHITECT cannot mutually agree on a performance schedule, the DISTRICT shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by ARCHITECT, without the DISTRICT'S prior written approval unless due to events beyond the direct control of the ARCHITECT. If ARCHITECT'S Services are not completed due to circumstances within the control of the ARCHITECT within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the DISTRICT may suffer damage for which ARCHITECT may be responsible pursuant to the indemnification provision of this Agreement.

.3 Excusable Delays.

Any delays in ARCHITECT'S work caused by the following shall be added to the time completion of any ARCHITECT'S obligations: (a) the actions of the DISTRICT or its employees; (b) the actions of those in direct contractual relationship with the DISTRICT; (c) the actions of any governmental agency having jurisdiction over the Project; (d) the actions of any parties not within the reasonable control of ARCHITECT; and (e) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of ARCHITECT. Accordingly, the DISTRICT may compensate the ARCHITECT for additional services, subject to mutual agreement, on account of such delays.

.4 Request for Excusable Delay Credit.

ARCHITECT shall, within five (5) calendar days of the beginning of any excusable delay (unless the DISTRICT grants in writing a further period of time to file such notice before the date of final payment under the Agreement), notify the DISTRICT in writing of the causes of delay. The DISTRICT will ascertain the facts and the extent of the delay, and grant an extension of time for completing the services when, in its sole judgment, the findings of fact justify such an extension. The DISTRICT'S findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the services affected by the delay and shall not apply to other portions of the services not so affected. ARCHITECT'S sole remedy for extensions of time shall be an extension of the performance time at no cost to the DISTRICT. Should ARCHITECT make an application for an extension of time, ARCHITECT shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

ARTICLE 17 - 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:

Lynh Nguyen, Executive Director, Purchasing and Contracts
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

ARCHITECT:

Robert J. Hensley, Architect AIA
WLC Architects, Inc.
8163 Rochester Avenue
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.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 Successors, Assigns, and Contractual Relationships of ARCHITECT

DISTRICT and ARCHITECT, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to covenants of this Agreement. Before ARCHITECT makes any change in the name or legal nature of ARCHITECT'S entity, ARCHITECT shall first notify the DISTRICT and cooperate with the DISTRICT in making such changes as the DISTRICT may request in this Agreement. ARCHITECT shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof, without the DISTRICT'S prior written consent and ARCHITECT shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Agreement, unless by and with the like consent signified in like manner. If ARCHITECT desires to subcontract any part of this Agreement, the DISTRICT must first consent in writing and ARCHITECT shall be fully responsible to the DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by ARCHITECT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the DISTRICT, nor shall this Agreement be construed to be for the benefit of any subcontractor.

18.2 Exhibits

All Exhibits referred to are incorporated by reference herein and made an integrated part hereof.

18.3 Choice of Law and Forum

This Agreement shall be construed and interpreted in accordance with the laws, except such laws as may be denominated choice of law rules, of California. Any action to enforce or interpret this Agreement may be brought only in the courts of California and then in the County of Orange.

18.4 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.

18.5 Captions, Index

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

18.6 Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

18.7 Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

18.8 Work Days

All reference to Work Days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

18.9 Registered Architects and Engineers

ARCHITECT agrees that all architectural and engineering Work under this Agreement shall be done by, or shall be reviewed and approved by, Architects and Engineers registered to practice as such by the State of California

and qualified to do business in California. All drawings shall be signed by a principal of the firm who is registered by the State of California as a licensed professional.

18.10 Nondiscrimination

No discrimination shall be made by ARCHITECT in the employment of persons to Work under this Agreement because of race, color, national origin, sex, age, creed, religion, physical handicap, marital status, sexual orientation, or political affiliation of such person.

18.11 Independent Contractor

ARCHITECT is an independent contractor and is not a joint venture, partner, agent or employee of DISTRICT.

18.12 Use of Name

ARCHITECT shall not use any name, trademark or service mark of DISTRICT without first having received DISTRICT'S written consent to such use.

18.13 Compliance with the Laws

ARCHITECT agrees comply with all applicable laws and regulations.

18.14 Amendment, Waiver

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.

18.15 Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 18/14, 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.

18.16 Attorney Fees

In any action brought by either party regarding this Agreement, the parties shall bear their own attorney's fees and costs.

18.17 Consent to Subcontractors

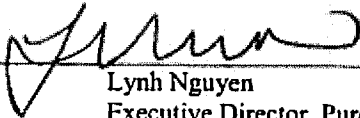
The DISTRICT'S consent to any of ARCHITECT'S consultants and/or sub-consultants under this Agreement shall not in any way relieve ARCHITECT of any obligations under this Agreement, and no such consent shall be deemed to waive any provision of this Agreement.

18.18 Architect Employees

ARCHITECT 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 ARCHITECT to ensure compliance with this section. Any person in the employ of ARCHITECT 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. ARCHITECT 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first given above.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd
San Juan Capistrano, CA 92675
Telephone #: (949) 234-9436

BY: 
Lynh Nguyen
Executive Director, Purchasing and Contracts

ARCHITECT:

BY: 



EXHIBIT "A"

PROJECT SCOPE

October 22, 2014
Revised November 20, 2014

Mr. Ryan Carter
Director, Construction
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675-4859

Re: Architectural/Engineering Services Proposal
Reroofing and Repainting (Shorecliffs Middle
School)

Dear Ryan:

WLC Architects is pleased to submit a proposal to provide architectural/engineering and construction administration services for the Shorecliffs Middle School reroofing and repainting project.

The site work involved with the project will include rerouting of electrical connections that have been surface mounted on existing roofs (including power, telephone, and gas pipes).

We have prepared a 3D model of the campus which can be used for color selection presentation.

Scope of Work and Services:

WLC would provide Capistrano Unified School District with architectural and engineering design services including but not limited to preparing plans and specifications.

We anticipate that this project will require the following design disciplines:

- Architectural Design
- Electrical Engineering
- Plumbing Engineering Our work will be spread across the following phases and is summarized per phase below. The complete scope of work will be described in more detail in the Owner-Architect Agreement. Construction Documents:
 - WLC shall meet with CUSD to refine the complete scope of the project.
 - WLC shall prepare final construction drawings and specifications for the project.

Construction Bid No. 1415-16
Shorecliffs Middle School Roof Replacement and Repainting Project
Project 1323400

Extended Construction Services:

- WLC shall assist CUSD in the administration of any construction contracts.
- WLC shall attend weekly construction meetings.
- WLC shall prepare clarifications and change-request drawings.
- WLC shall review contractor submittals, payment applications, and requests for changes.
- WLC shall prepare the necessary punch lists to ensure that the project meets the general intent, scope, and quality of the contract documents.

Excluded Services:

The following services are specifically excluded from the services anticipated within this proposal.

- Plan check fees.
- Topographic and utility surveys.
- Fire hydrant flow testing.
- Geotechnical investigations.
- Hazardous material studies and reports.
- SWPPP and WQMP studies.

Fee Proposal:

WLC proposes to provide these services for a base fee of \$200,319.00. Should the District elect to have WLC Architects provide full time construction administration services, the added fee would be \$60,000.00.

These fees will be distributed across the various design and construction administration phases as outlined above and in the Owner/Architect Agreement and invoiced monthly to an agreed upon percentage of completion per phase per month.

Reimbursable/Additional Expenses:

Reimbursable expenses will be limited to bid sets provided to the District. Other additional services will be proposed by WLC and approved by CUSD prior to commencing any additional design work.

Construction Bid No. 1415-16
Shorecliffs Middle School Roof Replacement and Repainting Project
Project 1323400

Contract Format:

WLC assumes that this project will be administrated through the new Owner/Architect Agreement provided by the District.

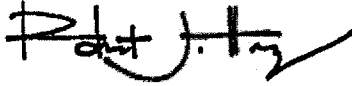
Schedule:

See attachment.

Budget:

See attachment.

Sincerely,



Architect, AIA LEED™
AP BD+C Chairman,
Principal

RJH:ES:br/14118-mkt

Attachment: Schedule, Cost Estimates, 3D Sketches

cc: John G. Forney, Executive Director Facilities, Maintenance and Operations, Capistrano Unified School District
Haryadi Pranata, LEED™ AP, Project Manager, WLC Architects, Inc.



EXHIBIT "B"

ARCHITECT'S PROJECT PERSONNEL

PRINCIPAL: Robert J. Hensley

PROJECT MANAGER: Harry Pranata

PROJECT DESIGN ARCHITECT: Elizabeth Sabol

PROJECT INTERIOR DESIGNER: CONSTRUCTION DOCUMENT REFINEMENT PERSONNEL (list as many as assigned):
Project Coordinator:
Production Support:
Quality Review:

Exhibit B
Architect's Project Personnel



EXHIBIT "C"

ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL

FIRM NAME: WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730

CIVIL ENGINEERING: M.K. Engineering Group, Inc.
17520 Newhope Street, Suite 140
Fountain Valley, CA 92708

STRUCTURAL ENGINEERING: K.B. Leung and Associates, Inc.
9320 Baseline Road, Suite D
Alta Loma, CA 91701-5829

MECHANICAL ENGINEERING: Design West Engineering
275 West Hospitality Lane, Suite 100
San Bernardino, CA 92408-3238

ELECTRICAL ENGINEERING: Design West Engineering
275 West Hospitality Lane, Suite 100
San Bernardino, CA 92408-3238

COST ESTIMATING: WLC Construction Services, Inc.
8163 Rochester Avenue, Suite 101
Rancho Cucamonga, CA 91730

LANDSCAPING DESIGN: None

OTHER CONSULTANTS: None

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

Programming/Planning Phase: December 20, 2014
Schematic Design Phase: January 20, 2015

Design Development Phase: February 10, 2015
Construction Documents Phase: March 15, 2015

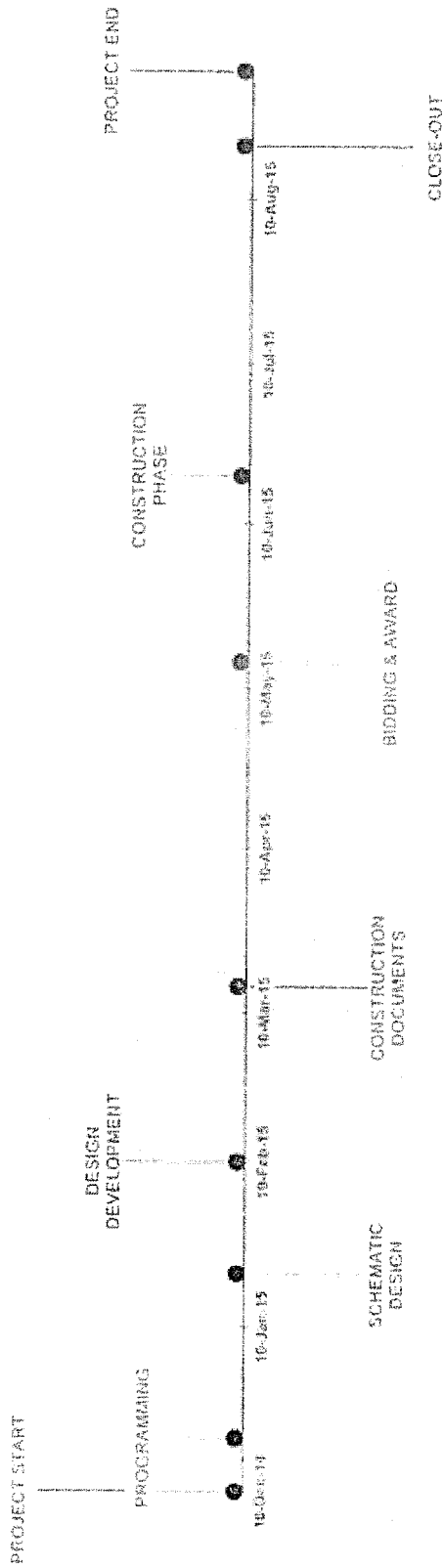
Bidding and Award (includes Board approval time) Phase: May 15, 2015

Construction Administration Phase: August 20, 2015
Post Construction Evaluation Phase: August 25, 2015

Exhibit D Design/Construction Schedule

Capistrano Unified School District

Shorecliffs Middle School



PROJECT DETAILS

DATE	MILESTONE	POSITION
12/10/2014	Project Start	25
12/20/2014	Programming	10
1/20/2015	Schematic Design	-15
2/10/2015	Design Development	15
3/15/2015	Construction Documents	-15
5/15/2015	Bidding & Award	-15
6/19/2015	Construction Phase	10
8/20/2015	Close-Out	-20
9/3/2015	Project End	15

ARCHITECT
WLC



EXHIBIT "E"
CONSTRUCTION BUDGET

The construction budget is \$ 1,752,896.00

Exhibit E
Construction Budget

SHORECLIFFS MIDDLE SCHOOL
REROOFING AND PAINTING

November 14, 2013

	Percent Factor	Percent Project	Budgeted Amount	Estimated OPSC Funding
A. ESTIMATED CONSTRUCTION (HARD) COSTS				
1 Building A (Roofing)			\$ 547,101	
2 Building B (Roofing)			\$ 207,242	
3 Buildings C, D, E, F, G, H, and I (Roofing)			\$ 415,206	
4 Exterior Walls (Painting)			\$ 97,690	
5 Exterior Wall Stucco Band (Painting)			\$ 10,000	
6 Exterior Walkway (Painting)			\$ 15,000	
7 Roof top utility pipes relocations			\$ 50,000	
8 Allowance for unforeseen condition			\$ 100,000	
9 Subtotal:			\$ 1,442,238	State Grants
10			\$ -	\$ -
11			\$ -	\$ -
12			\$ -	\$ -
13			\$ -	\$ -
14 Subtotal:			\$ -	\$ -
15 Available for Construction (Prime Contractor Bids)		65.0%	\$ 1,442,238	\$ -
16 Construction Estimate Contingency	5.0%		\$ 72,112	
17 Subtotal:		68.2%	\$ 1,514,350	
18 GC's General Conditions Costs	7.0%		\$ 100,957	
19 Subtotal:		72.8%	\$ 1,615,307	
20 GC's Fees	6.0%		\$ 86,534	
21 BID CONTINGENCY (Escalation)	3.0%		\$ 51,055	
Subtotal:		78.9%	\$ 1,752,896	

24 TOTAL ESTIMATED CONSTRUCTION COST: 78.9% \$ 1,752,896

B. ESTIMATED PROJECT (SOFT) COSTS

25 Site Surveys / Topos	lump sum		\$ -	
26 Site Geotech / Soil Borings	lump sum		\$ -	
27 Furniture, Fixtures, Equipment (FFE) Allowance	lump sum		\$ -	
28 Architect/Engineer Fees	lump sum		\$ 200,319	
29 Construction Administration Services	lump sum		\$ 60,000	
30 Construction Manager	0.00%		\$ -	
31 DSA Plancheck Fees	0.00%		\$ -	
32 CDE Project Review Fees	0.07%		\$ -	
33 DTSC/HAZMAT Environmental Consultant/Fees	0.35%		\$ -	
34 CEQA Consultant	1.00%		\$ -	
35 Utility City/County Fees & Inspections	lump sum		\$ -	
36 DSA Inspector of Record	lump sum		\$ -	
37 Special Inspection + Materials Testing	1.50%		\$ 140,096	
38 Labor Compliance Program Administration			\$ -	
39 Reimbursable	1.00%		\$ 14,422	
40 Subtotal:		18.7%	\$ 414,837	
41 PROJECT CONTINGENCY (District reserve added cost)	3.00%		\$ 52,587	
42 TOTAL ESTIMATED SOFT COST:		21.1%	\$ 467,424	

44 TOTAL ESTIMATED PROJECT BUDGET: \$ 2,220,319

45 PROJECT ELIGIBILITY (OPSC APPROVED): \$ -

46 DISTRICT LOCAL FUNDING: \$ 2,220,319

47 TOTAL AVAILABLE FUNDING: \$ 2,220,319

PREPARED BY ARCHITECT

APPROVED BY DISTRICT

X

X



EXHIBIT "F"

ARCHITECT'S COMPENSATION

1. BASIC SERVICES

The Architect's shall be compensated for Basic Services furnished for the Project as follows.

Construction Budget:

Fee shall be delineated as follows: \$ 200,319.00

2. ADDITIONAL SERVICES

The Architect's fee schedule for additional hourly services as approved by the DISTRICT in advance of performance of them is included in Exhibit G.

Exhibit F Architect's Fee Schedule—Basic Services



EXHIBIT "G"

ARCHITECT'S FEE SCHEDULE - Additional Services

Hourly rate for additional services:

In accordance with the terms of our contract, our hourly rates for services provided as of January 1, 2014, shall be as follows:

Principals of Firm.....	\$210.00/hr
Associate Principal/Director.....	\$185.00/hr
Associate/Coordinator.....	\$185.00/hr
Senior Project Architect.....	\$170.00/hr
Senior Project Manager.....	\$170.00/hr
Project Architect.....	\$145.00/hr
Project Manager.....	\$145.00/hr
Technical Level I.....	\$95.00/hr
Technical Level II.....	\$85.00/hr
Technical Support.....	\$75.00/hr

Exhibit G
Architect's Fee – Additional Services



EXHIBIT "H"

ARCHITECT'S INVOICE

Invoices shall be sent to the attention of:

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

Invoice must be in the following format:

ORIGINAL CONTRACT	\$
PO No.	
Additional Contract Amount	\$
PO No.	
TOTAL CONTRACT AMOUNT	\$
Previously Invoiced Amount	\$
Current Invoice No. _____	\$
FUNDS REMAINING ON CONTRACT	\$

Exhibit H
Architect's Invoice Form

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415086**

WITH

SOLIANT HEALTH, INCORPORATED

Independent Contractor Agreement No. ICA 1415086 with Capistrano Unified School District and Soliant Health Incorporated called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$155,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on September 10, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Soliant Health, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Date: _____

Date: _____

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1415086**

WITH

SOLIANT HEALTH, INCORPORATED

Professional Service Agreement PSA 1415086 called for services to be rendered at the rates shown in the agreement.

The contract with Soliant Health, Incorporated shall be increased to \$105,000 at the rates shown in Exhibit A to this amendment effective September 5, 2014.

Except as set forth in this Amendment, and Board approved on September 10, 2014 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent _____

Director, Purchasing

Date: _____

11/20/14

CONSULTANT

Soliant Health, Incorporated

By: _____

Signature

Snellley Burkett _____

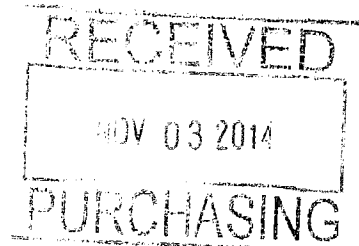
Print Name

Senior Associate _____

Title

Date: _____

10/17/14





PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of September 11, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SOLIANT HEALTH, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$65,000 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 September 4, 2014 through June 30, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

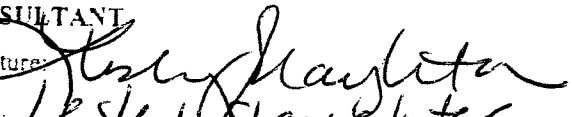
By: 

Name Terry Fluent

Title: Director, Purchasing

Board Approval Date: 10/8/14

CONSULTANT

Signature: 

Name: Lesley Slaughter

Title: Director

Address: 1979 Lakeside Hwy Ste 800

Tucker GA 30084

Email Address: lesley.slaughter@soliant-health.com

FEIN SSN 58-1976270

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Smalley Burkett

Date: 10/17/14

Exhibit A

Fee Schedule

Soliant Health
1979 Lakeside Parkway, Suite 800
Tucker, GA 30084
(866)234-2919
Fax: (888)292-6230

Remittance address:
Post Office Box 1024640
Atlanta, GA 30368-4640

Sign Language Interpreter Services

\$67.00 per hour for 30 hours per week of service hours. *

*Hourly rate will vary based upon Interpreter qualifications and hours of service.

By: Sally Burkett Date: 10/17/14

**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL AND
RELATED SERVICES BETWEEN CAPISTRANO UNIFIED SCHOOL
DISTRICT AND HMC GROUP
(CUSD CONTRACT NO. 1314192)**

Agreement for Architectural and Related Services Between Capistrano Unified School District and HMC Group (Agreement) identified certain services to be rendered at the rates shown in the agreement.

Capistrano Unified School District authorizes the additional costs relating to the project contemplated under the Agreement for the amount of \$12,250.

Except as set forth in this Amendment, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

HMC Group

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date: _____

Date: _____



AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES

BETWEEN

Capistrano Unified School District

And

HMC Group

December 12, 2013

AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES
Between Capistrano Unified School District and
HMC Group

K-8 SCHOOL RANCHO MISSION VIEJO

TABLE OF CONTENTS

ARTICLE 1 – ARCHITECT SERVICES AND RESPONSIBILITIES –BASIC SERVICES	9
1.0 GENERAL MATTERS	9
1.0.1 Basic Services.....	9
1.0.2 Engagement of Architect.....	10
1.0.3 Personnel	10
1.0.4 Consultants	11
1.0.5 Additional Consultants	11
1.0.6 Qualification and License	11
1.0.7 Compliance with Standards.....	11
1.0.8 Assignments or Staff Changes.....	11
1.0.9 Draftsmen and Clerical Support	11
1.0.10 Construction Manager	11
1.0.11 Compliance with Regulations.....	12
1.0.12 Project Schedule	12
1.0.13 The Contract Documents	12
1.0.14 Relationship to District.....	13
1.0.15 Responsibility of Architect.....	13
1.0.16 Meetings.....	13
1.0.17 Scheduling.....	13
1.0.18 Value Engineering.....	13
1.0.19 Existing and Non-Permitted Structures	14
1.1 PROGRAMMING/PLANNING PHASE.....	14
1.2 SCHEMATIC DESIGN PHASE.....	17
1.2.1 Program Refinement.....	17
1.2.2 Construction Matters	17
1.2.3 Drawings and Specifications	17
1.2.4 Schematic Design Documents	18
1.2.5 Governmental Approvals.....	18
1.2.6 Presentation Drawings	18
1.2.7 Copies	19
1.2.8 State of California Approval.....	19
1.2.9 Construction Budget Determination	19
1.2.10 Coordination with Construction Manager	19
1.2.11 Cost Determination.....	19
1.2.12 District’s Approval	19

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

1.3 DESIGN DEVELOPMENT PHASE	19
1.3.1 Design Refinement	19
1.3.2 Design Development Documents	19
1.3.3 Governmental Submissions	22
1.3.4 Coordination with Construction Manager	22
1.3.5 Cost Determination	22
1.3.6 Copies	22
1.3.7 DISTRICT'S Approval	22
1.4 CONSTRUCTION DOCUMENTS PHASE	22
1.4.1 Design Refinement	22
1.4.2 Services	23
1.4.3 Add-on Alternatives	24
1.4.4 Governmental Approvals and Plan Checks	24
1.4.5 Cooperation with DISTRICT's Construction Manager	25
1.4.6 Cost Determination	25
1.4.7 DISTRICT'S Approval	25
1.4.8 Copies	25
1.5 BIDDING PHASE	25
1.5.1 Assistance with Bidding	25
1.5.2 Services	26
1.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT	26
1.6.1 Duration and Scope	26
1.6.2 Administration	27
1.6.3 Cost Determination	27
1.6.4 Pre-Construction and Meetings	27
1.6.5 Meetings, Instructions	27
1.6.6 Observation	27
1.6.7 Construction Responsibility	27
1.6.8 Access	27
1.6.9 Payment of Certificates	28
1.6.10 Extent of Assistance by ARCHITECT	28
1.6.11 Interpretation	28
1.6.12 Form of Interpretations	28
1.6.13 Rejection of Work	28
1.6.14 Submittals and Substitutions	28
1.6.15 Changes by ARCHITECT	29
1.6.16 Warranties and Manuals	29
1.6.17 Modification of Duties	29
1.6.18 Contract Beneficiaries	29
1.6.19 Progress Reports	29
1.6.20 Problem Reports	29
1.6.21 Drawings (As Builts)	29
1.6.22 Construction Schedules	30
1.6.23 Public Agency Approvals	30
1.6.24 Certificate of Completion	30
1.6.25 Guarantees	31
1.6.26 Web-based Project Management Systems	31

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

1.7 POST CONSTRUCTION EVALUATION PHASE – CORRECTION OF DEFECTS.....	31
1.7.1 Interpretation.....	31
1.7.2 Eleven-Month Review	31
 ARTICLE 2 – ADDITIONAL SERVICES.....	31
2.0 AUTHORIZATION REQUIRED.....	31
2.1 INVENTORIES.....	32
2.2 FIRE.....	32
2.3 DEFAULTS OF OTHERS	32
2.4 CONSULTANTS.....	32
2.5 CHANGES.....	32
2.6 OTHER SERVICES	32
 ARTICLE 3 – THE DISTRICT’S RESPONSIBILITIES.....	32
3.1 DISTRICT PROJECT MANAGER.....	33
3.2. PROJECT TEAM.....	33
3.3 REVIEW OF DOCUMENTS.....	33
3.4 SITE SURVEY	33
3.5 SOILS.....	33
3.6 UTILITY SURVEY.....	33
3.7 TESTING.....	33
3.8 LEGAL, ACCOUNTING	33
3.9 NOTICE OF DEFECTS	4
3.10 ADVERTISING.....	34
3.11 BID DOCUMENTS.....	34
3.12 INSPECTOR OF RECORD.....	34
3.13 PERMITS/FEES	34
 ARTICLE 4 – CONSTRUCTION COST	34
4.1 DEFINITION.....	34

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

4.2 ESTIMATES OF CONSTRUCTION COST	34
4.2.1 Statements of Probable Construction Cost	34
4.2.2 Time of Preparation	35
4.3 DISTRICT'S CONSTRUCTION BUDGET	35
4.3.1 Amount	35
4.4 RESPONSIBILITY FOR CONSTRUCTION COST	35
4.4.1 Estimation, Reliance	35
4.4.2 Consultation and Reconciliation	35
4.4.3 Bid Price	35
4.4.4 Resolution of Final Statement of Probable Construction Cost Before Bids	5
4.4.5 Bid Price with Alternatives is Above or Below Budget	36
4.4.6 Bid Price Exceeds Budget	36
ARTICLE 5 – RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER	36
5.1 TEAM CONCEPT	36
5.2 COORDINATION WITH CONSULTANTS	36
ARTICLE 6 – TIME	36
6.1 AVOIDING DELAYS	36
6.2 PROJECT SCHEDULE	36
6.3 NOTICE OF DELAY	37
6.4 SPECIFIC RESPONSE TIMES	37
6.5 DELAYS	37
ARTICLE 7 – ARCHITECT'S FEES	37
7.1 BASIC SERVICES	37
7.2 PAYMENT FOR BASIC SERVICES	37
7.2.1 Not used	38
7.2.2 Final Payment	38
7.2.3 Termination	38
7.2.4 Payments to Consultants and Sub-Consultants	38
7.2.5 BACK CHARGES; SET OFFS; AND OFFSETS	38
7.2.6 DISPUTED INVOICES	38
7.2.7 UNDISPUTED AMOUNTS	38
7.3 COMPENSATION FOR ADDITIONAL SERVICES	38

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

7.3.1 ARCHITECT	38
7.4 INVOICES.....	39
7.5 NO DEDUCTIONS	39
7.6 SUSPENSION	39
7.7 LIMITATION	39
7.8 ERRORS AND OMISSIONS.....	39
7.8.1 Responsibility for Errors and Omissions	39
7.9 ARCHITECT SUPPLEMENTAL INSTRUCTIONS.....	39
 ARTICLE 8 – REIMBURSABLE EXPENSES	 40
8.1 GENERAL.....	40
8.1.1 Transportation Expenses.....	40
8.1.2 Excess Reproduction Expense.....	40
8.1.3 Additional Services Expenses.....	40
8.1.4 Models.....	40
8.1.5 Overtime.....	40
8.1.6 Additional Insurance.....	41
8.1.7 Other.....	41
8.1.8 Overhead	41
 ARTICLE 9 – ARCHITECT’S ACCOUNTING RECORDS	 41
9.1 MAINTENANCE OF RECORDS	41
9.2 PAYMENT WITHOUT PREJUDICE.....	41
9.3 AUDITS	41
9.4 COST OF AUDIT	41
 ARTICLE 10 – OWNERSHIP AND USE OF DOCUMENTS	 42
 ARTICLE 11 – TERMINATION OF AGREEMENT.....	 42
11.1 TERMINATION FOR CAUSE	42
11.2 TERMINATION FOR CONVENIENCE.....	42
11.3 SUSPENSION OR ABANDONMENT.....	43
11.4 INSOLVENCY	43

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

11.5 TERMS OF PAYMENT	43
11.6 DOCUMENTS/MODELS	43
11.7 NO RELEASE	43
 ARTICLE 12 – INDEMNITY	 43
12.1 INDEMNITY	43
12.2 INDEMNITY AND PROFESSIONAL LIABILITY	44
12.3 LIMITATION	44
 ARTICLE 13 – INSURANCE REQUIREMENTS	 44
13.1 Minimum Scope of Insurance	44
13.2 Minimum Limits of Insurance	45
13.3 Claims Made Forms	45
13.4 Deductibles and Self Insured Retentions	45
13.5 Other Insurance Provisions	45
13.6 Additional Requirements	46
 ARTICLE 14 –CHANGES	 46
14.1 DISTRICT MAY DIRECT	46
14.2 ARCHITECT’S RESPONSIBILITY	46
14.3 COMPENSATION	46
 ARTICLE 15 – DISPUTES	 47
 ARTICLE 16 – STANDARDS OF PERFORMANCE	 8
16.1 STANDARD OF CARE	48
16.2 LAWS AND REGULATIONS	48
16.3 SCHEDULE OF SERVICES	49
 ARTICLE 17 – NOTICES	 50
 ARTICLE 18 – MISCELLANEOUS PROVISIONS	 50
18.1 SUCCESSORS, ASSIGNS AND CONTRACTUAL RELATIONSHIP OF ARCHITECT	50
18.2 EXHIBITS	50

18.3 CHOICE OF LAW AND FORUM	51
18.4 SURVIVAL	51
18.5 CAPTIONS, INDEX	51
18.6 SINGULAR AND PLURAL	51
18.7 SEVERABILITY	51
18.8 WORK DAYS	51
18.9 REGISTERED ARCHITECTS AND ENGINEERS	51
18.10 NONDISCRIMINATION	51
18.11 INDEPENDENT CONTRACTOR	51
18.12 USE OF NAME	51
18.13 COMPLIANCE WITH THE LAWS	51
18.14 AMENDMENT, WAIVER	52
18.15 ENTIRE AGREEMENT	52
18.16 ATTORNEY FEES	52
18.17 CONSENT TO SUBCONTRACTORS	52
18.18 ARCHITECT'S EMPLOYEES	52
EXHIBITS	
Exhibit A: PROJECT SCOPE	54
Exhibit B: ARCHITECT'S PROJECT PERSONNEL	55
Exhibit C: ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL	6
Exhibit D: PROJECT SCHEDULE	57
Exhibit E: CONSTRUCTION BUDGET	58
Exhibit F: ARCHITECTURAL FEE SCHEDULE – BASIC SERVICES	59, 59A
Exhibit G: ARCHITECT'S FEE SCHEDULE – ADDITIONAL SERVICES	60
Exhibit H: ARCHITECT'S INVOICE FORM	61

END TABLE OF CONTENTS



AGREEMENT

This Agreement is made and entered into as of December 12, 2013 by and between the Capistrano Unified School District, herein called "DISTRICT" and, HMC Group herein called "ARCHITECT", for a project hereinafter called the K-8 School Rancho Mission Viejo described in the attached Exhibit "A" ("Project"). The DISTRICT and the ARCHITECT are sometimes referred to hereinafter as a "Party" or the "Parties" to this Agreement.

RECITALS

A. DISTRICT proposes to undertake the construction of the K-8 School Rancho Mission Viejo (the Project) as herein described which requires 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. ARCHITECT is a firm qualified and willing to provide the services required by DISTRICT. ARCHITECT is an independent contractor and covenants with DISTRICT to provide services relating to the Architectural design and construction of the Project pursuant to all the terms and conditions hereinafter set forth.

C. If DISTRICT chooses to use a Construction Manager, ARCHITECT shall cooperate and coordinate with the Construction Manager as if dealing directly with the DISTRICT. Further, should this Agreement have the ARCHITECT performing services that a Construction Manager has been hired to provide, DISTRICT and ARCHITECT shall execute a change order to this Agreement deleting such scope of work/services from this Agreement and deduct the reasonable value of such services, including any markup, from the Agreement price as set forth herein below.

D. DISTRICT does hereby engage ARCHITECT 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:

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 shall include all architectural and engineering services for all onsite and offsite improvements to/for the

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

Project. Basic Services shall include all services by ARCHITECT and its consultants and sub-consultants to comply with the new DSA inspection procedures applicable to the Project. DSA has and is implementing significant changes to the Construction Oversight Process for projects under its jurisdiction. These changes are designed to streamline the DSA construction phase process and to ensure that projects are certified at the completion of construction. Effective June 1, 2013, the DSA will utilize an Inspection Card Process similar to that used by virtually every building department throughout the State. These changes are described in DSA Procedure PR 13-01. Effective dates for the new process are explained in Section 5 of the Procedure.

Forms associated with the new process are now available on the DSA Forms page. They are:

- DSA 102-IC: Construction Start Notice/Inspection Card Request
(Now to be used instead of DSA -102.)
- DSA 151: Project Inspector Notifications
- DSA 154: Notice of Deviations/Resolution of Deviations
- DSA 155: Project Inspector Semi-Monthly Report
- DSA 155-INSTR: Instructions for DSA 155

DSA 156: Commencement/Completion of Work Notification

These documents are also available, and have been since May 1 2013, on the "Construction Oversight Process Changes: Courtesy Preview of Documents" page, reachable from the DSA Home page, along with Internal form DSA 152: Project Inspection Card (PDF - 136 KB), and a Manual (PDF - 5.75 MB) for Inspector reference.

ARCHITECT and its consultants and sub-consultants represent and warrant that it and they will provide their services so as to be in compliance with these new processes, as part of ARCHITECT'S Basic Services.

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, consistent with the standard of care as defined in Article 16.1; 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, 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, 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, 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 approved by DSA.
- For existing structures that require paperwork processing of available documents to obtain correction of DSA 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 DSA approvals. The ARCHITECT shall make recommendations on procedures for the DISTRICT to follow to proceed with correction of non-DSA Approved structures.

1.1 PROGRAMMING/PLANNING PHASE

Administration of Programming Services

- The Architect shall manage and administer the Programming Services. The Architect shall consult with the District, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the District and the District's consultants.
- The Architect shall confirm the scope and intent of the anticipated Project in consultation with the District.
- The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the District, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the District's Project schedule, if a Project schedule exists.
- Upon request by the District, the Architect shall make a presentation to representatives of the District to explain the Programming Services to be utilized in developing the Project.
- The Architect shall submit programming documents to the District for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the District to complete the Programming Services and in the further development of the Project.
- Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article shall be an Additional Service.

Identification of Programming Participants

- Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, shall assist the District in identifying the persons to participate in the programming process, including the Architect, the Architect's consultants, the District, the District's consultants, and users of the Project, as well as other stakeholders, if any as defined by the District.

Identification and Prioritization of District and User Group Values, Goals and Objectives

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

- The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.
- The Architect shall prepare and provide to the District a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.
- After the Architect provides the evaluation, the Architect shall meet with the District to confirm and finalize the District's and user's priorities, values, and goals that will impact the Project.
- Following the determination of the District's and User Group's priorities, values and goals, the Architect, in conjunction with the District, shall identify and confirm the District's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.
- The Architect shall confirm the intended use of the program documents and services with the District and the intended results of information gathering.
- The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

Information Gathering

- The Architect shall compile and review existing Project-related documentation, including the following:
 - Available reports on proposed facilities, site surveys, construction documents, and other District provided documents, including any existing program material, if any.
 - Relevant government documents such as applicable codes and ordinances
 - Applicable non-governmental building and planning standards (ie homeowner associations, developer standards, ect).
 - Relevant historical documents including Settlement Agreements and School Facility and Funding Agreements.
- The Architect shall identify, in consultation with the District, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.
- The Architect shall conduct group sessions with the District's Steering Committee and Educational Specifications Committee for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility.
- The Architect shall coordinate with the District's defined Educational Specification Committee six (6) work sessions. These sessions have been initially defined as the following:
 - **Session 1: Visioning + Exposure**
 - Introduction to planning process
 - Background information on project
 - Introductions exercise
 - Overview of Common Core/21st century learning by District
 - Exposure to what is happening in learning environments across the count

Goal for session: Exposure to 21st century learning environments and current research

- **Session 2: Developing Design Guiding Principles**

- Understanding Guiding Principles and how they will be used
- Guiding Principles should align with District mission
- As a group develop a set of Design Guiding Principles

Goal for session: Proposed set of Design Guiding

Principles for the District

- **Session 3: Identify/Validate Spaces in program**

- Identify learning activities and culture that support 21st century student success
- Identify spaces and attributes of the spaces that support learning activities/culture

Goal for session: Lists of facilities/spaces, size, and attributes for K-8 school

- **Session 4: Functional Relationships + Prioritize**

- Identify functional relationships to each other and site
- Prioritize list of spaces and criteria

Goal for session: Final list of spaces with relationships

- **Session 5: Sustainability Initiatives**

- Explore sustainable opportunities for facilities and culture
- Discuss and prioritize sustainable goals

Goal for session: Lists of prioritized sustainable initiatives

- **Session 6: Identified Desired Design Aesthetic**

- Architect develops cost model to verify budget alignment with proposed program square footages.
- Discuss desired design aesthetic and approach for school
- If needed for budget alignment, input for final square footage priorities

Data Analysis

- Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.
- The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.
- The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the District.
- Based on discussions with the District, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the District prior to preparation of the Architect's initial report.

Presentation and Initial Report

- The Architect shall prepare an initial Program/Education Specification of its findings and analysis for the District and meet with the District to agree on the form of presentation appropriate to the needs of the District's organization and the Project.
- The Architect shall present its initial Program/Education Specification to the District Steering Committee or as otherwise directed by the District.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

Development of Final Program/Education Specification of Project Requirements

- The Architect shall recommend Project standards or incorporate District standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.
- The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.
- The Architect shall determine specific space requirements for the Project by
 - identifying required spaces,
 - establishing sizes and relationships,
 - establishing space efficiency factors (ratio of net square footage to gross square footage), and
 - documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.
- The Architect shall prepare a final Program/Education Specification detailing all items identified in Sections ____ to ____, incorporating written and graphic materials that may include
 - an executive summary,
 - documentation of the methodology used to develop the program,
 - value and goal statements,
 - relevant facts upon which the program was based,
 - conclusions derived from data analysis,
 - relationship diagrams,
 - flow diagrams,
 - matrices identifying space allocations and relationships,
 - space listings by function and size, and
 - space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.
 - The Architect shall provide a preliminary opinion of the program with respect to the District's stated budget objectives.

1.2 SCHEMATIC DESIGN PHASE

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 Schematic Design Documents

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

A. Site 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.

1.2.5 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.

1.2.6 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

1.2.7 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 8 1/2" x 11".

1.2.8 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.

1.2.9 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.

1.2.10 Coordination with Construction Manager

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

1.2.11 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.

1.2.12 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.

1.3 DESIGN DEVELOPMENT PHASE

1.3.1 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.

1.3.2 Design Development Documents

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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) Site 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.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 four (4) 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.

1.3.3 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.

1.3.4 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.

1.3.5 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.

1.3.6 Copies

ARCHITECT shall provide one set of reproducible and CD Disc 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.

1.3.7 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.

1.4 CONSTRUCTION DOCUMENTS PHASE

1.4.1 Design Refinement

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

1.4.2 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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: At the time Construction Documents are 50% complete, ARCHITECT shall select finish materials and colors to be incorporated in the work and shall prepare schedules and material boards on 36" x 24" presentation board 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. Upon acceptance of the finish materials by the DISTRICT, the ARCHITECT shall provide three (3) complete schedules and three (3) complete presentation boards.

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").

1.4.3 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.

1.4.4 Governmental Approvals and Plan Checks

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 its 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

1.4.5 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. DISTRICT may elect to perform a Constructability Review of the construction document. ARCHITECT shall provide two (2) copy sets to the DISTRICT for their review. ARCHITECT shall incorporate all noted constructability comments at no additional cost to the DISTRICT. Final changes, listed to identify impacts on construction cost, shall be provided to DISTRICT by ARCHITECT.

1.4.6 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.

1.4.7 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.

1.4.8 Copies

ARCHITECT shall provide DISTRICT with an original sepia and one master of the Specifications for reproduction.

1.5 BIDDING PHASE

1.5.1 Assistance with Bidding

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

1.5.2 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 ten (10) 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.

1.6 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.6.1 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.)

1.6.2 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.

1.6.3 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.

1.6.4 Pre-Construction and Meetings

ARCHITECT, along with Construction Manager, if any, shall conduct pre-construction conferences and job walks with successful contractor(s).

1.6.5 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.

1.6.6 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.

1.6.7 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.

1.6.8 Access

ARCHITECT shall at all times have access to the Work wherever it is in the preparation or progress.

1.6.9 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.

1.6.10 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.

1.6.11 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.

1.6.12 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.

1.6.13 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.

1.6.14 Submittals and Substitutions

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 five (5) 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.

1.6.15 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.

1.6.16 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.

1.6.17 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.

1.6.18 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.

1.6.19 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.

1.6.20 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.

1.6.21 Drawings (As-Builts)

1.6.21.1 - As-Built Drawings

As-Built Drawings: Also sometimes called "Record 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

1.6.21.2 – 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.

1.6.22 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.

1.6.23 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.

1.6.24 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

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

1.6.25 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.

1.6.26 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.

1.7 POST CONSTRUCTION EVALUATION PHASE - CORRECTION OF DEFECTS

1.7.1 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.

1.7.2 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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.

ARTICLE 3 - THE DISTRICT'S RESPONSIBILITIES

3.1 DISTRICT Project Manager

DISTRICT shall designate a person who will be the primary contact person between the DISTRICT and the ARCHITECT for purposes of conveying information and performing the day to day tasks required by this Agreement with respect to the Project ("Project Manager"). Beyond the day to day performance of the DISTRICT'S tasks and obligations under this Agreement, the Project Manager is not authorized to modify, change, alter, or amend this Agreement in any way. Any modification, change, alteration, or amendment to this Agreement can only be authorized by an act of the DISTRICT'S Governing Board or an employee or officer of the DISTRICT who has received specific delegated authority in writing from the DISTRICT'S Governing Board. It is the ARCHITECT'S responsibility to inquire and determine if any such person has received such specific delegated authority for the Project. The DISTRICT may replace the Project Manager upon written notice to ARCHITECT.

3.2 Project Team

The DISTRICT Project Manager may be supported by the DISTRICT'S Project Team during the course of this Agreement. Any Project Team members will be identified in writing to the ARCHITECT by the DISTRICT. However, Project Team Members are not authorized to modify, change, alter, or amend this Agreement in any way.

3.3 Review of Documents

DISTRICT shall examine the documents submitted by ARCHITECT and shall render decisions pertaining thereto.

3.4 Site Survey

When requested and reasonably required, the DISTRICT shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

3.5 Soils

When requested and reasonably required, the DISTRICT shall furnish the services of geotechnical engineers or consultants when such services are reasonably required and deemed necessary by ARCHITECT or as required by local or state codes. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations of determining subsoil, air and water conditions, with reports and appropriate professional recommendations, or as may be recommended by ARCHITECT.

3.6 Utility Survey

When requested and reasonably required, the DISTRICT shall furnish a survey of the existing known utilities of the site, including location, size, inverts and depths.

3.7 Testing

When requested and reasonably required, the DISTRICT shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 Legal, Accounting

DISTRICT shall furnish its own legal, accounting and insurance counseling services, including auditing services, as DISTRICT may desire.

3.9 Notice of Defects

If DISTRICT observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, DISTRICT shall give prompt written notice to ARCHITECT. However, DISTRICT'S failure to give such notice shall not eliminate the obligations of ARCHITECT regarding the administration of the construction of the Project or other obligations under this Agreement and/or the Contract Documents; nor is DISTRICT required to make any inspections.

3.10 Advertising

DISTRICT shall pay the cost of any advertisements for bids that may be required by DISTRICT.

3.11 Bid Documents

DISTRICT shall provide copies of samples of the documents listed in 1.4.2.A. In addition to the ARCHITECT'S obligation to prepare all of the documents and information required by this Agreement, ARCHITECT shall recommend to the DISTRICT at least sixty (60) days in advance of any advertisement for bids, any changes, modifications, edits and/or alterations needed to the samples of the documents listed in 1.4.2.A.

3.12 Inspector of Record

Pursuant to the DISTRICT'S obligations under applicable law, the DISTRICT will retain and pay for the DSA required Inspector of Record for the Project as well as any specialty inspectors needed to report to the Inspector of Record.

3.13 Permits/Fees

As between the ARCHITECT and the DISTRICT, the ARCHITECT shall acquire same but the DISTRICT will pay and/or reimburse the ARCHITECT for all necessary fees and permits.

ARTICLE 4 - CONSTRUCTION COST

4.1 Definition

"Construction Cost" as used in this Article 4 shall be the total construction cost of the lowest responsible bidder as of the time construction bids are received, including all fees, compensation, overhead, bonds, contingency and profit of the Contractor(s) and all general conditions items, and excluding any contingency maintained by DISTRICT. "Probable Construction Cost", as used hereinafter, shall be the ARCHITECT'S best estimate of said total construction cost. If a construction delivery method other than competitive bidding is used for the Project, then the "Construction Cost" as used in this Article 4 shall be the total construction cost finally agreed to between the DISTRICT and the contractor(s) selected to build the Project.

4.2 Estimates of Construction Cost

4.2.1 Statements of Probable Construction Cost

All Statements of Probable Construction Cost ("Statements") prepared by ARCHITECT or Estimates of Construction Cost ("Estimates") prepared by DISTRICT shall be in a mutually agreed upon format so they may be directly compared. The Statements and the Estimates shall be independently prepared by ARCHITECT and the DISTRICT at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% and 100% Construction Documents Phases. The ARCHITECT and the DISTRICT will perform a final reconciliation of the Final Statement of Probable Construction Cost and the Estimate of Construction Cost after the documents have been reviewed/approved by the Division of the State Architect (DSA) to allow for any changes made during the DSA review period. The Statements and the Estimates shall identify any contingencies as a separate line item.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

ARCHITECT shall supply DISTRICT upon request all material relied upon in producing the Statements.

4.2.2 Time of Preparation

ARCHITECT shall prepare and provide to the DISTRICT Statements of Probable Construction Cost, at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% completion of Construction Documents Phase and at 100% completion of Construction Documents Phase.

4.3 DISTRICT'S Construction Budget

4.3.1 Amount

DISTRICT has a construction budget, (the "Construction Budget") as set forth in attached Exhibit E, including a design contingency. ARCHITECT shall designate in its initial Statement a design contingency within the Construction Budget.

4.4 Responsibility for Construction Cost

4.4.1 Estimation, Reliance

ARCHITECT (or its consultant) is a construction industry professional skilled in construction estimation. Although it is recognized, that ARCHITECT has no control over the cost of labor, materials or equipment, over bid prices, or other competitive bidding, market or negotiating conditions which may vary from any Statement or Estimate. Nonetheless, DISTRICT shall be entitled to rely upon the Statements and Estimates in making decisions regarding the Project.

4.4.2 Consultation and Reconciliation

At the time of each preparation of the Statements and Estimates for the Project, ARCHITECT and DISTRICT shall consult with each other to attempt to explain and resolve the differences between their independently prepared Statements and Estimates. The ARCHITECT and the DISTRICT will conduct cost reconciliation meetings at the end of the Schematic Design Phase, at the end of the Design Development Phase, at 50% completion of the Construction Documents Phase, and at 100% completion of the Construction Documents Phase to compare the DISTRICT'S Estimate and the ARCHITECT'S Statement to ensure accuracy and compliance with the Construction Budget. If at the conclusion of each estimate reconciliation meeting, the reconciled construction estimate is greater than five percent (5%) over the established Construction Budget, the ARCHITECT will develop and propose cost reduction measures in order to realign the design with the established Construction Budget. The ARCHITECT will provide the DISTRICT with a detailed report of all proposed cost reduction measures for DISTRICT'S review and approval.

4.4.3 Bid Price

The "Bid Price" shall be the price for all work to be done in the construction of the Project including the items listed in 4.1. The Bid Price is the lowest responsive competitive bid submitted by a responsible contractor(s), as determined by DISTRICT.

4.4.4 Resolution of Final Statement of Probable Construction Cost Before Bids

If before bidding any bid package, ARCHITECT'S Final Statement exceeds the Construction Budget for that portion of the Work, ARCHITECT shall propose alternatives or shall propose revisions which, when agreed upon, shall be incorporated in the bidding documents at no additional cost to DISTRICT. If after consultation and reconciliation with DISTRICT, in accordance with Subparagraph 4.4.2 there remains a difference between ARCHITECT'S Final Statement and DISTRICT'S Estimate, ARCHITECT has the right to rely on ARCHITECT'S Final Statement. Such reliance shall in no way relieve ARCHITECT of the obligation to modify the Drawings and Specifications for rebidding or negotiation if the final Bid Price, obtained by bidding consistent with the Project Schedule, and including alternatives described above, is more than ten percent (10%) above the Construction

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

Budget. Before bid, DISTRICT may, however, direct ARCHITECT to prepare further bid alternatives. If the Bid Price for a bid package on which DISTRICT requested additional bid alternatives exceeds the Construction Budget for that work by more than ten percent, then ARCHITECT will not be compensated as an Additional Service for preparing the requested bid alternatives. If the Bid Price for a bid package on which DISTRICT requested additional bid alternatives is less than the Construction Budget, then ARCHITECT shall be compensated, on a time and expense basis, as an Additional Service for preparing the requested bid alternatives.

4.4.5 Bid Price with Alternatives Above or Below Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule, and modified by exercising all alternatives approved by DISTRICT exceeds the construction budget by more than ten percent (10%), ARCHITECT after consultation with DISTRICT shall at its own expense promptly modify the Construction Documents to reduce, or increase the construction cost such that the revised Bid Price is within the Construction Budget. ARCHITECT shall evaluate in writing the impact of each modification, which shall be subject to DISTRICT'S approval. ARCHITECT shall provide all appropriate assistance in rebidding or negotiation of bids.

4.4.6 Bid Price Exceeds Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule and Scope, exceeds the Construction Budget and the District chooses to award the Project the Architect is not entitled to additional fees due to the increased construction cost.

ARTICLE 5 - RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER

5.1 Team Concept

DISTRICT and ARCHITECT, (the "Team") shall function as a team to design and construct the Project as expeditiously as possible to maximize the program content within the fixed budgetary limits established by DISTRICT. In general ARCHITECT shall be the team leader with respect to design matters and DISTRICT shall be the team leader with respect to all other matters, including without limitation, construction and financial matters.

5.2 Coordination with Consultants

DISTRICT may, at its sole discretion, employ the services of separate consultants, such as interior designer, acoustic engineers or a consultant on energy conservation. ARCHITECT shall cooperate with the consultants by including them in meetings and providing information pertaining to their specialties. Any differences of opinion between any consultant and ARCHITECT or DISTRICT'S Construction Manager and their consultants shall be resolved by DISTRICT.

ARTICLE 6 – TIME

6.1 Avoiding Delays

Time is of the essence in this Agreement.

6.2 Project Schedule

The Project Schedule (see 1.0.12 and Exhibit "D") shall not be exceeded by any party for its respective tasks. The Project Schedule may be adjusted as the Project proceeds as required due to causes other than the negligence of ARCHITECT and beyond the reasonable control of ARCHITECT, including allowance for DISTRICT or governmental or other authorities or entities having jurisdiction over the Project. Subject to the foregoing limitations, ARCHITECT agrees to perform all Basic Services and Additional Services with respect to the Project in order to meet the Project Schedule.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

6.3 Notice of Delay

ARCHITECT shall, immediately upon ascertainment, notify DISTRICT in writing of any delay in: (i) the preparation and/or production of any of ARCHITECT'S documents hereunder, (ii) the performance by DISTRICT'S consultants, (iii) ARCHITECT'S services, or (iv) in connection with any matter attended to by ARCHITECT or with which ARCHITECT is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Project Schedule. ARCHITECT shall consult and advise with DISTRICT in connection with any such delay and its effect on the Project Schedule and shall take such action on DISTRICT'S behalf as DISTRICT may request in accordance with the terms and conditions of this Agreement.

6.4 Specific Response Times

ARCHITECT shall adhere to the response times set forth in the Construction Documents, or other reasonable response times if established in writing by the DISTRICT, for ARCHITECT'S performance of services (e.g., review and approval of shop drawings, preparation of change orders and field orders, interpretation of Construction Documents, review of requests to substitute materials, etc.). These specific response times shall be considered to be reasonable and ARCHITECT will not exceed them unless, at the time of the action which necessitates a response, it indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by DISTRICT. Insufficiency of personnel shall not be an adequate excuse for delay by ARCHITECT or its consultants. (See, also, Article 1.5.1.)

6.5 Delays

If the Work of ARCHITECT is delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to the Project by reason of fire or other casualty or other causes beyond the reasonable control of ARCHITECT (including failure of DISTRICT or its consultants to respond in a timely manner) and not due to the willful or negligent act or omission, financial inability, or default of ARCHITECT, or events reasonably foreseeable to ARCHITECT, then upon the written request of ARCHITECT to DISTRICT the time for completion under the Project Schedule shall be appropriately extended by the number of working days of delay actually so caused. Provided, however, no such extension shall be made or allowed unless a written request therefore is made within ten (10) calendar days after the event or occurrence giving rise to the delay. In the case of a continuing cause of delay only one request shall be necessary, which request shall affirmatively state the nature of the delay and estimate the probable effect of such delay on the progress of the work. The effect of any delay shall also be shown on the latest Project Schedule.

ARTICLE 7 - ARCHITECT'S FEES

7.1 Basic Services

DISTRICT shall pay ARCHITECT for all Basic services under this Agreement the sum of the amount set forth in the attached Exhibit F. Such sum is inclusive of all costs associated with the Project, including engineers and consultants, sub-consultants, overhead and profit, but excluding reimbursable expenses as set forth in Article 8.

7.2 Payment for Basic Services

The DISTRICT will make progress payments to ARCHITECT monthly upon receipt of ARCHITECT'S statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator less any backcharges, set offs and/or withholds. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to ARCHITECT at various phases for Basic Services:

	<u>To Be Paid</u>	<u>Paid To Date</u>
Programming/Planning Phase completed	7%	7%

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

Schematic Design Phase completed	10%	17%
Design Development Phase completed	15%	32%
Construction Documents Phase completed	35%	67%
Bidding Phase completed	5%	72%
Construction Phase completed	23%	95%
Post Completion Evaluation Phase	5%	100%

7.2.1 Not Used

7.2.2 Next to Last and Final Payment

The Next to Last payment will be made to the ARCHITECT at the end of the Construction Phase once all of the following have occurred: (i) the filing of the Notice of Completion by the District with the County Recorder's Office; and (ii) receipt by the District of a letter from the ARCHITECT certifying that all DSA close-out documents have been submitted to DSA. To be in compliance with the foregoing, the ARCHITECT'S letter to the District shall include copies of all close-out documents that the ARCHITECT has sent to DSA. Final payment of five percent (5%) will be made to the ARCHITECT upon the submittal of all required documents under the control of the ARCHITECT of the Post Completion Evaluation Phase.

7.2.3 Termination

If ARCHITECT'S services are terminated by DISTRICT as set forth in Article 11 at the completion of the Schematic Design Phase, the maximum obligation of DISTRICT to ARCHITECT shall be as set forth in attached Exhibit F, plus the approved Reimbursable Expenses incurred and Additional Services performed before the date of termination.

7.2.4 Payments to Consultants and Sub-Consultants

ARCHITECT shall make all progress and final payments to ARCHITECT'S consultants and/or sub-consultants in compliance with Civil Code Section 3321.

7.2.5 Back Charges; Set Offs; and Offsets

DISTRICT shall have the right to back charge and deduct from any payment(s) then due or to that become due and payable to the ARCHITECT for any costs, expenses, fees, damages of the like that DISTRICT has had to pay or become obligated to pay, or incurred, as a result of the failure or refusal of the ARCHITECT and/or its consultants and/or sub-consultants to perform as required under this Agreement. DISTRICT shall also have the right to deduct (offset/setoff) the amount of any such back charge against any other monies it may owe ARCHITECT under any other contract or agreement. Also, if the DISTRICT owes money to the ARCHITECT under this Agreement, but the ARCHITECT owes money to the DISTRICT under some other agreement or contract, the DISTRICT may offset/setoff such monies and either receive and/or pay the net amount of such monies after any such offset/setoff.

7.2.6 Disputed invoices shall be returned to the Architect within ten (10) working days of receipt of the invoice with a clear description of the nature of the dispute.

7.2.7 Undisputed amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month on balances outstanding, pursuant to Civil Code section 3320.

7.3 Compensation for Additional Services

7.3.1 ARCHITECT

For Additional Services of ARCHITECT, as described in Article 2 and including Additional Services of ARCHITECT'S consultants, compensation shall be computed as follows: Principals' time and time of other employees at the fixed hourly rate set forth on attached Exhibit G hereto.

7.4 Invoices

DISTRICT shall pay for Additional Services and Reimbursable Expenses, as described in Article 8, monthly upon presentation and verification of ARCHITECT'S statement of services rendered using the invoice form provided in EXHIBIT "H". Payment shall be made within 30 days after (a) receipt of ARCHITECT'S invoice or (b) date payment is due, whichever is later. ARCHITECT shall submit invoices for Additional Services and Reimbursable Expenses within sixty (60) days after rendering such services and incurring such expenses. The ARCHITECT'S invoices for Reimbursable Expenses shall be at cost plus a ten (10) percent mark-up for overhead and profit.

7.5 No Deductions

Except as provided elsewhere in this Agreement, no deductions shall be made from ARCHITECT'S compensation for Basic Services on account of penalty, liquidated damages or other sums withheld from payment to the Contractor(s), or on account of the cost of changes in Construction Cost, other than those for which ARCHITECT is liable.

7.6 Suspension

If the Project is suspended in whole or in part for more than four months, ARCHITECT shall be compensated for all services performed before receipt of written notice from DISTRICT of such suspension, together with Reimbursable Expenses due. If the Project is resumed after being suspended for more than four months, ARCHITECT'S compensation shall be equitably adjusted.

7.7 Limitation

The fee for Basic Services provides payment in full for all costs incurred by the ARCHITECT in the performance of this Agreement, unless reimbursement is specifically provided for elsewhere in this Agreement. Costs not to be reimbursed include, but are not limited to, correction of errors or omissions, local telephone calls, postage, and expressage. ARCHITECT shall not perform work which involves a change in any fee without prior written agreement from the DISTRICT as to the amount of adjustment to the fee. Work performed by the ARCHITECT without such written approval will be at the ARCHITECT'S sole cost. Adjustment of the ARCHITECT'S Basic Services Fee requires amendment of the Agreement and shall be made only if THE DISTRICT'S Governing Board materially increases or decreases the scope of work, or suspends, extends or terminates the ARCHITECT'S services in which case fees will be adjusted as set forth in this Agreement. Acceptance of final payment under Paragraphs 7.2 or 7.2.1 by ARCHITECT shall be conclusive that DISTRICT has performed all its obligations under this Agreement and shall release DISTRICT from all claims except those previously asserted by ARCHITECT in writing and still unresolved.

7.8 Errors and Omissions

In addition to the standards and requirements set forth elsewhere in this Agreement, including but not limited to in Article 16 hereof, this Article 7.8 and Article 7.8.1 establishes standards and requirements that specifically govern the ARCHITECT'S and DISTRICT'S apportionment of the risks associated with errors and omissions in the Construction Documents and/or for other failure on the part of the ARCHITECT to perform services and/or work under this Agreement.

7.8.1 Responsibility for Errors and Omissions

.1 Errors: The ARCHITECT shall be solely responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of all kind, either due to or arising from errors by the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants that violate the standard of care set forth in Article 16.

.2 Omissions: The ARCHITECT shall be responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of all kind, arising from the omissions of the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants that are greater than what the DISTRICT would have paid had the work been correctly shown in the as-bid Contract Documents. Notwithstanding the foregoing, the DISTRICT will pay for the costs, expenses, fees and/or damages arising from such omissions up to a maximum aggregate amount of four percent (4%) of the Contractor's base bid. The ARCHITECT shall be solely responsible for and pay for all of the DISTRICT'S costs, expenses, fees and/or damages arising from such omissions that violate the standard of care in excess of four percent (4%) of the Contractor's base bid.

7.9 Architect Supplemental Instructions

Architect Supplemental Instructions (ASI), sometimes called a Clarification, will be considered part of quality control, and all redesign and specification costs associated with ASI's will be borne by the ARCHITECT. An ASI and a Clarification are synonymous.

ARTICLE 8 - REIMBURSABLE EXPENSES

8.1 General

Reimbursable Expenses are in addition to the compensation for Basic Services and Additional Services and shall be actual expenditures made by ARCHITECT and ARCHITECT'S employees and consultants in the interest of the Project for the expenses listed in the following subparagraphs. Reimbursable Expenses shall not carry any mark up and be passed on to the DISTRICT plus an administrative mark-up of 10%. All expenses incurred or which reasonably can be inferred from the conduct of Basic or Additional Services are included in the fees quoted therefore and no other expenses shall be reimbursed by DISTRICT except as described in the following subparagraphs to the extent they are actually and reasonably incurred and approved in writing by DISTRICT.

8.1.1 Transportation Expenses

Extended travel outside of the Orange and San Diego Counties when traveling in connection with the Project, provided that such travel has been specifically approved in writing by the DISTRICT'S Governing Board before the travel occurs.

8.1.2 Excess Reproduction Expense

Expense of reproductions of drawings, specifications and other documents furnished at the end of each phase, requested by DISTRICT in excess of those furnished as a Basic Service. Reproduction of working documents during design phases for District and consultants shall be furnished as part of Basic Services.

8.1.3 Additional Services Expenses

Expense of data processing and photographic production techniques when used in connection with Additional Services and authorized in writing in advance.

8.1.4 Models

Expense of models and mockups specifically requested by DISTRICT and prepared by independent contractors, but specifically excluding study models.

8.1.5 Overtime

If authorized in writing in advance by the DISTRICT'S Governing Board, the expense of overtime work

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

requiring higher than regular rates. ARCHITECT shall be responsible for all overtime work required to meet its Basic Service obligations within the Project Schedule in accordance with Article 6.2. Any general authorization of work shall not be an authorization of overtime work unless the inclusion of overtime Work is clearly identified and DISTRICT has received an estimate of the cost of the overtime work before the approval.

8.1.6 Additional Insurance

Expense of any additional insurance coverage or limits, including professional liability insurance, specifically requested by DISTRICT in writing in excess of that set forth in Article 13.

8.1.7 Other

Expense of special mailing, special delivery and similar other expenditures incurred at DISTRICT'S request.

8.1.8 Overhead

DISTRICT shall reimburse only for actual out-of-pocket costs and not for indirect costs or overhead.

ARTICLE 9 - ARCHITECT'S ACCOUNTING RECORDS

9.1 Maintenance of Records

Records relating to Basic Services, Reimbursable Expenses, Additional Services, and any other charges based upon hourly rates or expenses of ARCHITECT, shall be kept in accordance with generally accepted accounting principles consistently applied and all records of ARCHITECT pertaining to the Project shall be available to DISTRICT and DISTRICT'S authorized representative during normal business hours. DISTRICT shall be allowed to make copies of any of the foregoing records. ARCHITECT shall preserve all such records for a period of three years after final payment to ARCHITECT under this Agreement. At the end of the three year period, if ARCHITECT intends to destroy said records, the ARCHITECT shall notify the DISTRICT in writing of such intention and permit the DISTRICT to take possession of such records.

9.2 Payment without Prejudice

DISTRICT'S payments to ARCHITECT for Basic Services, Reimbursable Expenses, Additional Services, or other payments based upon ARCHITECT'S records, shall be without prejudice to DISTRICT'S right to an examination of ARCHITECT'S records relating to the Project. All payments to ARCHITECT are subject to review and/or audit, and/or adjustment.

9.3 Audits

At any reasonable time within three (3) years after final payment to ARCHITECT, and upon ten (10) days prior written notice to ARCHITECT, DISTRICT may cause an audit to be made of the records relating to the Project for any period covered by this Agreement. Except as provided in 9.4 below, the cost of such audit shall be paid by DISTRICT.

9.4 Cost of Audit

If it shall be determined as a result of such audit that there has been an overcharge to DISTRICT when such overcharge is in excess of five percent (5%) of the amount paid by DISTRICT for Basic Services, Reimbursable Expenses, Additional Services, and/or other charges based upon ARCHITECT'S records for the period covered by the audit, ARCHITECT shall also pay to DISTRICT the cost of the audit, in addition to any refund of overcharges.

ARTICLE 10 - OWNERSHIP AND USE OF DOCUMENTS

Although the official copyright in all Project Documents shall remain with the ARCHITECT, the documents prepared by the ARCHITECT or ARCHITECT's Sub-Consultants for this Project shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. This Agreement creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify or reuse any and all designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression (Project Documents), including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks and any intellectual property rights therein for additions, remodels, alterations, renovations or completion of the project by others. Should the DISTRICT copy, use, modify, or reuse any of the Project Documents, the names and seals of the ARCHITECT or Sub-Consultants, if any, shall be removed from the title block of all signature pages from the Project Documents and the DISTRICT agrees to indemnify, defend and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, reasonable attorneys' fees, accruing to or resulting from any and all persons, firms, or any other legal entity, arising out of any use, reuse or modification of the ARCHITECT's Project Documents.

The DISTRICT expressly acknowledges and agrees that the Project Documents provided by the ARCHITECT under this Agreement may contain certain design details, features and concepts from the ARCHITECT's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of the ARCHITECT. Nothing herein shall be construed as a limitation on the ARCHITECT's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

ARTICLE 11 - TERMINATION OF AGREEMENT

11.1 Termination for Cause

The DISTRICT may terminate ARCHITECT'S services under this Agreement following seven (7) days written notice to ARCHITECT because of the substantial failure of ARCHITECT to perform or provide prompt, efficient or thorough service or if ARCHITECT fails to complete its services or otherwise comply with the terms of this Agreement. Upon receipt of a notice of termination, ARCHITECT shall forthwith discontinue the rendering of all services under this Agreement other than services necessary for an orderly windup of ARCHITECT'S services.

Failure of the DISTRICT to make payments to the ARCHITECT in accordance with this Agreement may be considered substantial nonperformance and cause for termination.

11.2 Termination for Convenience

The DISTRICT shall also have the right, in its absolute discretion, to terminate this Agreement for convenience and without cause following fifteen (15) days prior written notice from the DISTRICT to ARCHITECT. Upon receipt of a notice of termination, ARCHITECT shall forthwith discontinue the rendering of all services under this Agreement other than services necessary for an orderly windup of ARCHITECT'S services. Any termination by the DISTRICT pursuant to Paragraph 11.1, which is found not to meet the requirements of Paragraph 11.1, shall be deemed a termination pursuant to this Paragraph 11.2. As a full and complete method of compensating ARCHITECT for a Termination for Convenience, ARCHITECT shall produce to the DISTRICT an accounting of all billings submitted to the DISTRICT to the time of termination and payments made thereon, a supplemental billing of for Services rendered from the last regular billing submitted, with backup and support. The full and exclusive compensation, money and damages payable by the DISTRICT to the ARCHITECT for a Termination for Convenience shall be: (1) the amount of any unpaid regular invoices; (2) the amount of the supplemental billing, properly supported with backup, if any, (3) the amount of any retention held by the DISTRICT from the ARCHITECT; and (4) a markup of five percent (5%) calculated on items (1) – (3) identified in this Paragraph 11.2. Nothing set forth herein shall preclude the DISTRICT from its rights and/or remedies of offset, set off, back charge, and/or indemnity, against the

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

ARCHITECT and/or its insurance carriers.

11.3 Suspension or Abandonment

The DISTRICT has the absolute discretion to suspend or abandon all or any portion of the work on a Project for any length of time and may do so upon seven (7) days written notice to ARCHITECT. Upon notice of suspension or abandonment, ARCHITECT shall discontinue any further action on a Project. If the entire work to be performed on the Project is abandoned, the Parties shall each be relieved of the remaining executory obligations of this Agreement, as it relates to that Project, but shall not be relieved of any obligations arising prior to said abandonment or of obligations related to any other project.

11.4 Insolvency

In the event that ARCHITECT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the DISTRICT this Agreement shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to the DISTRICT.

11.5 Terms of Payment

In the event the DISTRICT terminates without cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days an amount which bears the same proportion to the total basic fee as the amount of services performed or provided by ARCHITECT before the time of such termination, suspension or abandonment of this Agreement bears to the entire services ARCHITECT is required to perform or provide for the Project. For purposes of determining the ratio of the services actually rendered to the total services necessary for the full performance of this Agreement, the division of work set forth in the payment schedule in Article 7.2 shall be conclusively deemed to have the values corresponding to the amounts required to be paid by said progress payment schedule. ARCHITECT shall also be paid its compensation for services performed before the date of termination, including Reimbursable Expenses and Additional Services then due. In the event of termination due to a breach of this Agreement by ARCHITECT, the compensation due ARCHITECT upon termination shall be reduced by the amount of damages sustained by the DISTRICT due to the negligence of the Architect pursuant to the conditions set forth in Article 12 of this Agreement.

11.6 Documents/ Models

Upon termination, abandonment or suspension, ARCHITECT shall deliver to the DISTRICT all productions of all finished and unfinished documents, cost estimates, studies, surveys, maps, models, photographs, reports sketches, working drawings, specifications, computations and all other documents and matters prepared by ARCHITECT to which the DISTRICT would have been entitled at the completion of ARCHITECT'S services. All drawings shall be of high quality sepia with all work clearly legible.

11.7 No Release

The termination, abandonment, or suspension of this Agreement shall not relieve or release ARCHITECT from any liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of this Agreement by ARCHITECT.

ARTICLE 12 - INDEMNITY

12.1 Indemnity for Non-Professional Liability

ARCHITECT shall indemnify, hold harmless, and defend DISTRICT and each of its officers, trustees, employees, agents, and volunteers, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

(whether in contract or tort, including but not limited to personal injury, death, and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising directly out of any negligence, recklessness, or willful misconduct on the part of ARCHITECT, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom ARCHITECT is responsible, in connection with the performance of the Agreement. ARCHITECT'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.

12.2 Indemnity for Professional Liability

Specifically regarding professional liability, ARCHITECT shall indemnify and hold harmless DISTRICT, its officers, trustees, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract or tort, including but not limited to personal injury, death at any time and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses) arising out of or in connection with the professional negligence, recklessness or willful misconduct of the ARCHITECT in the performance of the Agreement. The ARCHITECT's obligation to indemnify for claims based upon professional negligence, recklessness or willful misconduct does not include the obligation to defend actions or proceedings brought against the DISTRICT but rather to reimburse the DISTRICT for reasonable attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT to the extent caused by the professional negligence, recklessness or willful misconduct of the ARCHITECT on a comparative fault basis.

12.3 Limitation

Notwithstanding paragraphs 12.1 and 12.2, ARCHITECT'S obligations to indemnify and hold harmless the DISTRICT shall not include indemnification, or hold harmless obligations for claims which arise as the result of the active negligence of DISTRICT, or the negligence or willful misconduct of DISTRICT, its agents, servants or independent contractors who are directly responsible to DISTRICT, or for defects in design furnished by such persons, other than ARCHITECT 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 ARCHITECT. It is the intent of this Article 12 to provide the broadest enforceable defense, indemnity, and hold harmless obligations of ARCHITECT under California law. If any provision of this Article exceeds the restrictions of California law, that portion of this Article that exceeds the limits of the law shall be null and void and the remaining defense, indemnity, and hold harmless obligations shall remain fully enforceable.

ARTICLE 13 – INSURANCE REQUIREMENTS

Before starting to perform under this Agreement and during the entire term of this Agreement, ARCHITECT shall, at its sole cost and expense, carry and maintain the following insurance.

13.1 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 by District.

13.2 Minimum Limits of Insurance: ARCHITECT shall maintain limits no less than:

.1 Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

.2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

.3 Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

.4 Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

13.3 Claims-Made Forms:

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

13.4 Deductibles and Self-Insured Retentions:

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

13.5 Other Insurance Provisions:

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

A. General Liability and Automobile Liability Coverage:

.1 DISTRICT, Construction Manager, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of ARCHITECT; premises owned, leased or used by ARCHITECT. The coverage shall contain no special limitations on the scope of the protection afforded to DISTRICT, its officials, employees or volunteers.

.2 ARCHITECT'S insurance coverage shall be primary insurance as respects DISTRICT, its officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officials, employees or volunteers shall be in excess of ARCHITECT'S insurance and shall not contribute with it.

.3 Failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officials, employees or volunteers.

.4 Coverage shall state that ARCHITECT'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.

B. All Coverages: Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to

DISTRICT. In addition, ARCHITECT 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 DISTRICT and DISTRICT approves the reduction in coverage or limits in writing. ARCHITECT further agrees

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 DISTRICT and DISTRICT approves such increase in writing.

- C. Acceptability of Insurers: 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 writing 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.

13.6 Additional Requirements:

- .1 ARCHITECT shall submit proof of the required insurance coverage at the time of the execution of this Agreement. Evidence of such insurance shall be provided to the DISTRICT by delivering copies of the policies or certificates of insurance setting forth the required coverage.
- .2 ARCHITECT shall ensure that all such coverages are in full force and effect during the time intervals hereafter stipulated. The Professional Liability and all other coverages (except for the Automobile Liability coverage) shall remain in effect for at least three (3) full years after the date of final Completion of the Project and acceptance thereof by the DISTRICT. The Automobile policy shall remain in effect until at least the date on which ARCHITECT is paid in full under this Agreement. ARCHITECT shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the time period they are required to be in affect.
- .3 No act or omission of any insurance agent or broker shall relieve ARCHITECT of any of its obligations under this Agreement. In the event that ARCHITECT fails to acquire and maintain the insurance coverage as provided herein, the DISTRICT may procure the same and pay the premium therefore, in which case the cost shall be charged to ARCHITECT or deducted from payments due ARCHITECT hereunder, at the DISTRICT'S sole discretion.
- .4 In addition, the DISTRICT may, at its option, require ARCHITECT to provide additional Project insurance, provided the premiums for such insurance are reimbursed by the DISTRICT and the DISTRICT approves, in advance, such additional insurance, the company issuing the same, the scope of the coverage thereof and the premiums therefore.

ARTICLE 14 – CHANGES

14.1 DISTRICT May Direct

DISTRICT may, at any time, direct changes in the general scope of the services required by this Agreement, or in services previously approved in earlier phases. All DISTRICT directed changes shall be in writing specifying the change required.

14.2 ARCHITECT'S Responsibility

Upon receipt of a written notice of a change, ARCHITECT shall estimate the hours and costs associated with the change. ARCHITECT shall prepare a written statement showing the impact of the change on the probable Construction Cost, on the Project Schedule and on the functioning of the Project as a whole.

14.3 Compensation

If approved, ARCHITECT shall be entitled to compensation pursuant to Article 7 as an Additional Service in an amount that DISTRICT and ARCHITECT agree upon. In addition, DISTRICT shall adjust the Project Construction Budget, and the Project Schedule by an amount determined by DISTRICT after consultation with

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

ARCHITECT. However, ARCHITECT shall not be compensated for correction of deficiencies in the Construction Documents or other documents prepared or reviewed by it.

ARTICLE 15 – DISPUTES

Pending resolution of a dispute, ARCHITECT agrees to continue the work diligently to completion and the DISTRICT agrees to make progress payments in accordance with this AGREEMENT, except that the DISTRICT may withhold only those funds that are in dispute. In the event that the withholding by the DISTRICT exceeds 10% of the total fee, the DISTRICT and ARCHITECT agree that any withholding by THE DISTRICT in excess of that amount, the ARCHITECT shall be entitled to suspend services upon seven (7) days written notification to the DISTRICT, pending the good faith resolution of the dispute by both parties.

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 ARCHITECT is required to participate therein as part of its Basic Services under this Agreement.

In any dispute between the ARCHITECT and the DISTRICT, the ARCHITECT 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 listed as the Project Architect for the ARCHITECT. 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 listed as the Project Architect for the ARCHITECT 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 listed as the Project Architect for the ARCHITECT does not resolve the Dispute, then the DISTRICT'S Superintendent and the President of the ARCHITECT shall meet with fifteen (15) days of the meeting of the DISTRICT'S Deputy Superintendent, Business and Support Services and the person listed as the Project Architect for the ARCHITECT. If the DISTRICT'S Superintendent and the President of the ARCHITECT 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 ARCHITECT 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

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

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 ARCHITECT.

ARTICLE 16 - STANDARDS OF PERFORMANCE

16.1 Standard of Care

In addition to the requirements set forth in Article 7.8 regarding errors and /or omissions, ARCHITECT shall perform all services and work under this Agreement pursuant to the requirements stated in this Agreement. The ARCHITECT will perform all services and work in a skillful and competent manner that is consistent with the standards generally recognized as being employed by professionals qualified to perform the services and work in the same discipline in the State of California. The ARCHITECT shall provide the Construction Documents and shall review the construction and installation of the Work to meet the requirements of the Construction Documents. Neither review nor approval of ARCHITECT'S, its consultants', and/or sub-consultants work shall relieve ARCHITECT, its consultants, and/or its sub-consultants from first, their duty to adhere to the standards and requirements of this Agreement, or if silent herein, then, the applicable standards of professional care in the performance of their duties. ARCHITECT will be fully responsible to the DISTRICT for any damages to the DISTRICT and delays to the Project as specified in Article 12 of this Agreement. Without limiting the foregoing, ARCHITECT shall be fully responsible to the DISTRICT for any increased costs incurred by the DISTRICT as a result of any such negligent delays in the design or construction of the Project. ARCHITECT represents and maintains that it is skilled in the professional calling necessary to perform the services and work required by this Agreement. ARCHITECT warrants that all of its employees, ARCHITECT'S, engineers, and other consultants and sub-consultants shall have sufficient skill and experience to perform the services and work assigned to them. ARCHITECT represents that it, its employees, ARCHITECT'S, engineers, and other consultants and sub-consultants have all required licenses, permits, qualifications and approvals of whatever nature that are legally required for them to have to perform the services and work assigned to or rendered by them, and that such licenses and approvals shall be maintained in good standing throughout the entire term of this Agreement.

16.2 Laws and Regulations

.1 Knowledge and Compliance.

ARCHITECT shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of ARCHITECT by law. Similarly, ARCHITECT'S employees, engineers and consultants shall keep themselves fully informed of all applicable laws and regulations affecting performance. ARCHITECT shall be liable, pursuant to Article 12 of this Agreement, for all violations of such laws and regulations in connection with its services. If ARCHITECT performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the DISTRICT, ARCHITECT shall be solely responsible for all costs arising there from. ARCHITECT shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

.2 Construction Documents.

ARCHITECT shall cause all Construction Documents to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code; Titles 19, 21 and 24 of the California Code of Regulations; and any requirements of the Division of State ARCHITECT (including structural safety, fire/life safety and access compliance sections), the State Department of Education, the California Department of General Services, local agencies such as Department of Health, Department of Public Works, Department of Transportation, Fire Department, and local utility companies, in effect as of the time the drawings and specifications are prepared or revised. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services. ARCHITECT shall cause the necessary copies of the Construction Documents to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the services described in this Agreement.

.3 Americans with Disabilities Act.

ARCHITECT will use its best professional efforts consistent with the standard of care set forth in this Agreement to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). ARCHITECT shall inform the DISTRICT of its interpretations of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law. Unless ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of the DISTRICT and requests the DISTRICT'S direction on how to proceed, ARCHITECT'S interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of ARCHITECT, and ARCHITECT shall correct all Construction Documents and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If ARCHITECT brings such inconsistencies and conflicting interpretations to the attention of the DISTRICT and requests the DISTRICT'S direction on how to proceed, ARCHITECT shall be responsible to the DISTRICT pursuant to the indemnification provision of this Agreement.

16.3 Schedule of Services

.1 Timely Performance Standard.

ARCHITECT shall perform all services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, ARCHITECT shall perform its services so as to allow for the full and adequate completion of the Project within the time required by the DISTRICT and within any completion schedules adopted for the Project. ARCHITECT agrees to coordinate with the DISTRICT'S staff, Project Managers, contractors and consultants in the performance of the services, and shall be available to the DISTRICT'S staff, Project Managers, contractors and consultants at all reasonable times. Time is, and shall remain, of the essence.

.2 Performance Schedule.

ARCHITECT shall adhere to the schedule established by the DISTRICT. If the DISTRICT and ARCHITECT cannot mutually agree on a performance schedule, the DISTRICT shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by ARCHITECT, without the DISTRICT'S prior written approval unless due to events beyond the direct control of the ARCHITECT. If ARCHITECT'S Services are not completed due to circumstances within the control of the ARCHITECT within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the DISTRICT may suffer damage for which ARCHITECT may be responsible pursuant to the indemnification provision of this Agreement.

.3 Excusable Delays.

Any delays in ARCHITECT'S work caused by the following shall be added to the time completion of any ARCHITECT'S obligations: (a) the actions of the DISTRICT or its employees; (b) the actions of those in direct contractual relationship with the DISTRICT; (c) the actions of any governmental agency having jurisdiction over the Project; (d) the actions of any parties not within the reasonable control of ARCHITECT; and (e) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of ARCHITECT. Accordingly, the DISTRICT may compensate the ARCHITECT for additional services, subject to mutual agreement, on account of such delays.

.4 Request for Excusable Delay Credit.

ARCHITECT shall, within five (5) calendar days of the beginning of any excusable delay (unless the DISTRICT grants in writing a further period of time to file such notice before the date of final payment under the Agreement), notify the DISTRICT in writing of the causes of delay. The DISTRICT will ascertain the facts and the extent of the delay, and grant an extension of time for completing the services when, in its sole judgment, the findings of fact justify such an extension. The DISTRICT'S findings of fact thereon shall be final and conclusive on the parties.

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

Extensions of time shall apply only to that portion of the services affected by the delay and shall not apply to other portions of the services not so affected. ARCHITECT'S sole remedy for extensions of time shall be an extension of the performance time at no cost to the DISTRICT. Should ARCHITECT make an application for an extension of time, ARCHITECT shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

ARTICLE 17 - 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

ARCHITECT:

Steven Prince, Managing Principal
HMCGroup
5935 Cornerstone Court, Suite 300
San Diego, CA 92121

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

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 Successors, Assigns, and Contractual Relationships of ARCHITECT

DISTRICT and ARCHITECT, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to covenants of this Agreement. Before ARCHITECT makes any change in the name or legal nature of ARCHITECT'S entity, ARCHITECT shall first notify the DISTRICT and cooperate with the DISTRICT in making such changes as the DISTRICT may request in this Agreement. ARCHITECT shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof, without the DISTRICT'S prior written consent and ARCHITECT shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Agreement, unless by and with the like consent signified in like manner. If ARCHITECT desires to subcontract any part of this Agreement, the DISTRICT must first consent in writing and ARCHITECT shall be fully responsible to the DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by ARCHITECT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the DISTRICT, nor shall this Agreement be construed to be for the benefit of any subcontractor.

18.2 Exhibits

All Exhibits referred to are incorporated by reference herein and made an integrated part hereof.

18.3 Choice of Law and Forum

This Agreement shall be construed and interpreted in accordance with the laws, except such laws as may be denominated choice of law rules, of California. Any action to enforce or interpret this Agreement may be brought only in the courts of California and then in the County of Orange.

18.4 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.

18.5 Captions, Index

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

18.6 Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

18.7 Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

18.8 Work Days

All reference to Work Days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

18.9 Registered Architects and Engineers

ARCHITECT agrees that all architectural and engineering Work under this Agreement shall be done by, or shall be reviewed and approved by, Architects and Engineers registered to practice as such by the State of California and qualified to do business in California. All drawings shall be signed by a principal of the firm who is registered by the State of California as a licensed professional.

18.10 Nondiscrimination

No discrimination shall be made by ARCHITECT in the employment of persons to Work under this Agreement because of race, color, national origin, sex, age, creed, religion, physical handicap, marital status, sexual orientation, or political affiliation of such person.

18.11 Independent Contractor

ARCHITECT is an independent contractor and is not a joint venture, partner, agent or employee of DISTRICT.

18.12 Use of Name

ARCHITECT shall not use any name, trademark or service mark of DISTRICT without first having received DISTRICT'S written consent to such use.

18.13 Compliance with the Laws

ARCHITECT agrees comply with all applicable laws and regulations.

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

18.14 Amendment, Waiver

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.

18.15 Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 18/14, 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.

18.16 Attorney Fees

In any action brought by either party regarding this Agreement, the parties shall bear their own attorney's fees and costs.

18.17 Consent to Subcontractors

The DISTRICT'S consent to any of ARCHITECT'S consultants and/or sub-consultants under this Agreement shall not in any way relieve ARCHITECT of any obligations under this Agreement, and no such consent shall be deemed to waive any provision of this Agreement.

18.18 Architect Employees

ARCHITECT 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 ARCHITECT to ensure compliance with this section. Any person in the employ of ARCHITECT 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. ARCHITECT 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.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first given above.

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd
San Juan Capistrano, CA 92675
Telephone #: (949) 234-9436

BY: _____
Terry Fluent
Director, Purchasing

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO

ARCHITECT:

HMC GROUP

5935 Cornerstone Court, Suite 300

San Diego, CA 92121

(619) 744-4077

BY:

Steven Prince

Managing Principal

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "A"

PROJECT SCOPE

Design and construction of K-8 SCHOOL RANCHO MISSION VIEJO.

The Scope of the project will be based on the Final Project Proposal (FPP) to be Board approved.

Exhibit A

Project Scope

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "B"

ARCHITECT'S PROJECT PERSONNEL

PRINCIPAL: Steven Prince

PROJECT MANAGER: Gerardo MacAlpin

PROJECT DESIGN ARCHITECT: James Krueger

PROJECT INTERIOR DESIGNER: Jon Richardson

CONSTRUCTION DOCUMENT REFINEMENT PERSONNEL (list as many as assigned):

Project Coordinator: Jacob Blatt

Production Support: TBD

Quality Review: Pasqual Gutierrez

Exhibit B

Architect's Project Personnel

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "C"

ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL

FIRM NAME: HMC Group – Steven Prince

CIVIL ENGINEERING: SWS Engineering, Inc. – Michael Schweitzer

STRUCTURAL ENGINEERING: GSSI Engineers, Inc. – Oscar Gonzalez

MECHANICAL ENGINEERING: MA Engineers

ELECTRICAL ENGINEERING: TBA

COST ESTIMATING: HMC Architects

LANDSCAPING DESIGN: TBA

OTHER CONSULTANTS:

Fire Sprinkler Design: Fire Protection Services

Kitchen Design: Orness Design Group

Technology & Security: Spec-X

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

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "D"

PROJECT SCHEDULE - TBD

Programming/Planning Phase: March 25, 2014 – July 16, 2014

Schematic Design Phase: July 17, 2014 – September 8, 2014

Design Development Phase: October 15, 2014 – November 26, 2014

Construction Documents Phase: December 1, 2014 – May 29, 2015

Submit Construction Documents to DSA: June 1, 2015

DSA Review and Approval: June 1, 2015 – December 21, 2015

Bidding and Award (includes Board approval time) Phase: January 4, 2016 – March 1, 2016

Construction Administration Phase: March 7, 2016 – May 26, 2017

Post Construction Evaluation Phase: April 1, 2018 – May 15, 2018

Exhibit D Design/Construction Schedule

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "E"
CONSTRUCTION BUDGET

The construction budget is \$\$24,000,000

Exhibit E
Construction Budget

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "F"

ARCHITECT'S COMPENSATION

1. BASIC SERVICES

The Architect's shall be compensated for Basic Services furnished for the Project as follows.

Construction Budget: \$24,000,000

Fee shall be delineated as follows: See attached Exhibit F

2. ADDITIONAL SERVICES

The Architect's fee schedule for additional hourly services as approved by the DISTRICT in advance of performance of them is included in Exhibit G.

Exhibit F
Architect's Fee Schedule—Basic Services

Exhibit F

HMC Architects

ARCHITECT'S COMPENSATION

Capistrano Unified School District

New K-8 School
HMC #3429002-000

April 14, 2014

Construction Budget: \$24,000,000

Fee breakdown

Schedule	Phase	Fee		Consultants	Fee	Percentage of Overall Fee
05.01.2014 through 06.30.2014 (8 weeks)	Programming Phase (2000)		7%			
	Architectural	HMC Architects \$92,625		Civil	TBD \$83,250	6.00%
	Mechanical	TBD \$1,500		Structural	TBD \$180,375	13.00%
	Technology & Security	TBD \$3,000		Mechanical	TBD \$90,188	6.50%
	Programming Phase Total	\$97,125		Electrical	TBD \$124,875	9.00%
07.01.2014 through 09.30.2014 (12 weeks)	Schematic Design Phase (3000)		10%	Kitchen Design	TBD \$13,875	1.00%
	Architectural	HMC Architects \$79,950		Landscape	TBD \$41,625	3.00%
	Civil	TBD \$8,325		Fire Sprinkler	TBD \$20,813	1.50%
	Structural	TBD \$18,038		Technology & Security	TBD \$10,000	0.72%
	Mechanical	TBD \$9,019		Consultant Total	\$565,001	40.73%
	Electrical	TBD \$12,488				
	Kitchen Design	TBD \$1,388		Overall Fee Percentage by Phase		
	Landscape	TBD \$4,163		Programming	7%	\$97,125
	Fire Sprinkler	TBD \$2,081		Schematic Design	10%	\$118,450
	Technology & Security	TBD \$3,000		Design Development	15%	\$208,125
	Schematic Design Phase Total	\$138,450		Construction Documents	35%	\$485,625
09.30.2014 through 01.09.2015 (14 weeks)	Design Development Phase (4000)		15%	Bidding	5%	\$69,375
	Architectural	HMC Architects \$120,875		Construction Administration	23%	\$319,125
	Civil	TBD \$12,488		Post Construction Evaluation	5%	\$69,375
	Structural	TBD \$27,056			100%	\$1,387,200
	Mechanical	TBD \$13,528		Net Architectural		\$822,199
	Electrical	TBD \$18,731				
	Kitchen Design	TBD \$2,081		Fee as a percentage of construction		5.78%
	Landscape	TBD \$6,244				
	Fire Sprinkler	TBD \$3,122				
	Technology & Security	TBD \$4,000				
	Design Development Phase Total	\$208,125				
01.12.2015 through 1.06.2015 (42 weeks)	Construction Document/Agency Phase (5000)		15%			
	Architectural	HMC Architects \$287,875				
	Civil	TBD \$29,138				
	Structural	TBD \$63,131				
	Mechanical	TBD \$31,566				
	Electrical	TBD \$43,706				
	Kitchen Design	TBD \$4,856				
	Landscape	TBD \$14,569				
	Fire Sprinkler	TBD \$7,285				
	Technology & Security	TBD \$3,500				
	Construction Document Phase Total	\$485,625				
11.09.2015 through 01.29.2016 (12 weeks)	Bidding Phase (6000)		5%			
	Architectural	HMC Architects \$41,125				
	Civil	TBD \$4,163				
	Structural	TBD \$9,019				
	Mechanical	TBD \$4,509				
	Electrical	TBD \$6,244				
	Kitchen Design	TBD \$694				
	Landscape	TBD \$2,081				
	Fire Sprinkler	TBD \$1,041				
	Technology & Security	TBD \$500				
	Bidding Phase Total	\$69,375				
02.01.2016 through 05.05.2017 (55 weeks)	Construction Administration Phase (7000)		10%			
	Architectural	HMC Architects \$189,175				
	Civil	TBD \$19,148				
	Structural	TBD \$41,486				
	Mechanical	TBD \$20,743				
	Electrical	TBD \$28,721				
	Kitchen Design	TBD \$3,191				
	Landscape	TBD \$8,574				
	Fire Sprinkler	TBD \$4,787				
	Technology & Security	TBD \$2,300				
	Construction Administration Phase Total	\$319,125				
04.02.2018 through 05.30.2018 (18 weeks)	Post Construction Phase (2001)		5%			
	Architectural	HMC Architects \$41,125				
	Civil	TBD \$4,163				
	Structural	TBD \$9,019				
	Mechanical	TBD \$4,509				
	Electrical	TBD \$6,244				
	Kitchen Design	TBD \$694				
	Landscape	TBD \$2,081				
	Fire Sprinkler	TBD \$1,041				
	Technology & Security	TBD \$500				
	Construction Administration Phase Total	\$69,375				
	Total Fee	\$1,387,200	100%			

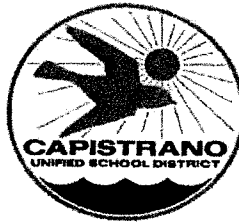


EXHIBIT "G"

ARCHITECT'S FEE SCHEDULE - Additional Services

Hourly rate for additional services:

<i>Personnel Classification</i>	<i>Hourly Rate</i>
Principal in Charge	<u>\$195</u>
Project Director.....	<u>\$190</u>
Strategist	<u>\$190</u>
Project Leader/Technical Leader	<u>\$135</u>
Senior Project Manager/Senior Project Architect/Senior Technical Manager	<u>\$185</u>
Project Manager/Project Architect/Technical Manager	<u>\$160</u>
Project Coordinator.....	<u>\$115</u>
Intermediate Drafter.....	<u>\$105</u>
Senior Construction Administrator	<u>\$190</u>
Construction Administrator	<u>\$140</u>
Construction Administration Support	<u>\$80</u>
Design Director	<u>\$195</u>
Design Leader	<u>\$120</u>
Project Designer.....	<u>\$150</u>
Senior Project Designer	<u>\$175</u>
Designer II	<u>\$110</u>
Designer.....	<u>\$85</u>
Senior Interior Project Designer	<u>\$165</u>
Senior Interior Designer.....	<u>\$170</u>
Interior Design Coordinator	<u>\$90</u>
Interior Design Leader	<u>\$115</u>
Interior Designer	<u>\$125</u>
Sustainable Design.....	<u>\$135</u>
Cost Estimating.....	<u>\$185</u>
Specifications.....	<u>\$165</u>
Agency Compliance.....	<u>\$90</u>
Education Facilities Planner	<u>\$160</u>
Senior Education Facilities Planner II.....	<u>\$175</u>
Senior Education Facilities Planner I.....	<u>\$195</u>

The rates set forth in this Schedule "G" shall be valid and are subject to review on an annual basis according to inflation/cost-of-living rates. Any request for revisions must be submitted in writing with substantial evidence of change for District approval. The District reserves the right to reject such requests.

**Exhibit G
Architect's Fee – Additional Services**

Construction Bid No. TBD

Project Name: K-8 SCHOOL RANCHO MISSION VIEJO



EXHIBIT "H"

ARCHITECT'S INVOICE

Invoices shall be sent to the attention of:
John Forney
Executive Director, Facilities/Maintenance and Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Invoice must be in the following format:

ORIGINAL CONTRACT	\$
PO No.	
Additional Contract Amount	\$
PO No.	
TOTAL CONTRACT AMOUNT	\$
Previously Invoiced Amount	\$
Current Invoice No. _____	\$
FUNDS REMAINING ON CONTRACT	\$

Exhibit H Architect's Invoice Form

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

March 11, 2015

WAIVER REQUEST FOR SCHOOL ABSENCES DUE TO IMMINENT DANGER

BACKGROUND INFORMATION

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

On September 22, 23, and 26, 2014, Oak Grove Elementary School suffered a ten percent (material) decrease in attendance as a result of a bomb threat. Although the school remained opened, some parents opted to keep their children home.

CURRENT CONSIDERATIONS

This agenda item pertains to Board approval of request for Waiver approval from the California Department of Education requesting restitution of lost revenue in computation of average daily attendance (ADA). Education Code §46391 lists, "The imminence of a major safety hazard as determined by the local law enforcement agency" as sufficient reason to submit a Waiver Request for restitution of lost ADA. Local newspaper articles support the safety hazard.

The attached exhibits contain the required State documents for claiming the material decrease in attendance on September 22, 23, and 26, 2014, at Oak Grove Elementary School. The affidavit portion of the attachment will be filed with the County Superintendent of Schools, and subsequently, the State of Public Instructions.

FINANCIAL IMPLICATIONS

The potential financial impact of the decrease in attendance for Oak Grove Elementary is estimated to be 5.64 ADA or \$38,758.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the required J-13A affidavit and authorize its filing with the County Superintendent of Schools and the Superintendent of Public Instruction for a material decrease in attendance for the 2014-2015 school year for Oak Grove Elementary School on September 22, 23, and 26, 2014.

California Department of Education

Form J-13A

MATERIAL DECREASE

Nature of Emergency (describe):

Bomb threat

Name of School:

Oak Grove Elementary

School Code(s):6113344

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) 9/22, 9/23, 9/26/2014 during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): 710.68 students per day. Estimated daily attendance multiplied by number of days of material decrease, yields 683.04 days of attendance requested.

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

ADA for school month beginning on October 20, 2014__ and ending on November 14, 2014__.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
Oak Grove	9/22/14	529
Oak Grove	9/23/14	640
Oak Grove	9/26/14	280

AFFIDAVIT OF GOVERNING BOARD MEMBERS

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

Lynn Hatton-Hodson, President

Amy Hanacek, Vice President

Martha McNicholas, Clerk

John Alpay, Member

Gila Jones, Member

Gary Pritchard, Member

Jim Reardon, Member

Printed Names

Signatures

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

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

Signature, Title _____, Superintendent

of Orange County, California

Contact/Individual responsible for preparing this form:

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

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

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

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

Signature, County Superintendent of Schools _____

Date: _____

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

Signature, Title _____

of _____ County, California

Contact/Individual responsible for preparing this form:

Name: _____ Title: _____

Phone: _____ Fax : _____ E-mail: _____

412

Page 4 of 4

**AMENDMENT NO. 2 TO
AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT
(Liberty at Aliso Creek Road)**

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (the "Second Amendment") is made effective as of February 26, 2015, by and between the **Capistrano Unified School District**, a public school district organized and existing under the laws of the State of California ("Seller") and **Foundation for Affordable Housing II, Inc. ("FFAH")** as the Buyer, and is made with reference to that certain **Amended and Restated Purchase and Sale Agreement** dated April 24, 2014, as amended by Amendment No. 1, dated June 26, 2014 (collectively, the "Purchase and Sale Agreement"), between Seller and Buyer pertaining to property located in City of Aliso Viejo, Orange County, California, and more particularly described the Purchase and Sale Agreement.

RECITALS

A. Since the date of Amendment No. 1, FFAH has assigned the Purchase and Sale Agreement to **ALISO VIEJO 621, L.P.**, a California limited partnership ("Buyer").

B. The parties wish to postpone the date of Closing

IN CONSIDERATION of the sum of ten dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Purchase and Sale Agreement in the following respects:

1. The Closing of Escrow, as defined in Section 2.2 of the Purchase and Sale Agreement, shall occur on or before March 20, 2015.

2. Capitalized terms used in this Second Amendment shall have the same meaning provided for in the Purchase and Sale Agreement unless the context otherwise requires.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this Amendment may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

4. Seller's approval of this Second Amendment is subject to ratification by Seller's Board of Trustees.

[10744.89/0188(3)]


EXHIBIT 18

5. Except to the extent that the Purchase and Sale Agreement has been expressly modified by Amendment No. 1 and this Second Amendment, the Purchase and Sale Agreement shall remain in full force and effect, without modification or impairment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

Seller:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

By:


CLARK HAMPTON
Deputy Superintendent, Business and
Support Services

Buyer:
ALISO VIEJO 621, L.P., a California limited
partnership

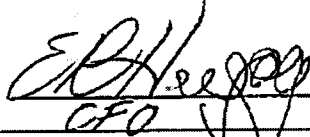
By: Its Managing General Partner:
FOUNDATION FOR
AFFORDABLE HOUSING II, INC.

By:

THOMAS E. WILLARD
President

By: its Administrative General Partner
USA Aliso Viejo 621, Inc.

By:
Its:



CFO

5. Except to the extent that the Purchase and Sale Agreement has been expressly modified by Amendment No. 1 and this Second Amendment, the Purchase and Sale Agreement shall remain in full force and effect, without modification or impairment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

Seller:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

By: _____

CLARK HAMPTON

Deputy Superintendent, Business and
Support Services

Buyer:
ALISO VIEJO 621, L.P., a California limited
partnership

By: Its Managing General Partner:
FOUNDATION FOR
AFFORDABLE HOUSING II, INC.

By: _____

THOMAS E. WILLARD
President

By: its Administrative General Partner
USA Aliso Viejo 621, Inc.

By: _____

Its: _____



REVISED
3-6-15

AGREEMENT

This Agreement ("**Agreement**") is effective as of March 12, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and Cellco Partnership dba Verizon Wireless ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

VERIZON WIRELESS

WHEREAS, on or about February 3, 2011, the Western States Contracting Alliance ("WSCA") acting by and through the State of Nevada advertised a call to bid #1907 for wireless telecommunications equipment and services;

WHEREAS, as a result of that bid, Verizon Wireless was an awarded entity and entered into a contract with WSCA (the "WSCA Agreement") to provide such equipment and services to Participating States and any Participating Entity under the WSCA Agreement, attached hereto as Exhibit A;

WHEREAS, the State of California is a Participating State under the WSCA Agreement;

WHEREAS, pursuant to Public Contracts Code Section 20118, the governing board of any school district, without advertising for bids, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease certain equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor; and

WHEREAS, at the March 11, 2015 meeting of the Board of Trustees of the Capistrano Unified School District, the governing board of District determined it to be in the best interests of District to "piggyback" off of the State of Nevada's advertised bid for telecommunications equipment and services, and the resulting contract consistent with Public Contracts Code Section 20118.

NOW, THEREFORE, the Parties agree as follows:

Contractor agrees to provide telecommunications equipment and services as detailed in the attached agreements, marked as Exhibit "A," and incorporated herein by this reference under the same terms and conditions discussed therein, to District as needed by District.

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN _____

EXHIBIT 19

Exhibit A

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Cellco Partnership dba Verizon Wireless
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State or Entity")**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees.

3. These modifications or additions apply only to actions and relationships within the Participating Entity.)

3.1 This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners (anticipated to be August 14, 2012).

3.2 **Consideration:** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as outlined in Exhibit B, with the total Contract or installments payable: as invoiced by Contractor and approved by the State, not to exceed \$5,000,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

3.3 **Termination for Non-appropriation.** The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3.4 **Authorized Participating Entities:** State of Nevada agencies, the University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments (i.e., cities, counties, school districts, etc.) as defined in NRS §332.015,(collectively "Participating Entities") are authorized to use this contract, subject to all terms and conditions thereof pursuant to NRS §332.195. The parties acknowledge and agree that the State is not liable for the obligations resulting from use of this contract by any University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments.

Nevada Quarterly Reporting: Contractor will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended in accordance with the following schedule:

1st Quarter – January – March – due by May 15th
2nd Quarter – April – June – due by August 15th
3rd Quarter – July – September – due by November 15th
4th Quarter – October – December – due by February 15th

4. **Lease Agreements:** NONE

5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Cellco Partnership d/b/a Verizon Wireless
Address	8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111
Telephone	(702) 283-2200
Fax	(866) 917-8701
E-mail	rj.fenolio@verizonwireless.com

Participating Entity

Name	Teri Smith, State of Nevada
Address	515 East Musser St. Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

6. Subcontractors:

NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number:


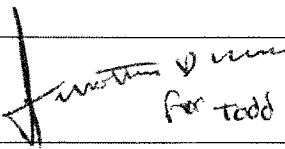
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 1907 and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Board of Examiners approval below.

Participating State: State of Nevada	Contractor:
By: 	By:  for Todd Loccisano
Name: Greg Smith	Name: Todd Loccisano
Title: Administrator, Purchasing Division	Title: Executive Director, Enterprise & Government Contracts
Date: 7-11-12	Date: 7/5/12


Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 8/14/12
(Date)


Deputy Attorney General for Attorney General

On 12 July 12
(Date)

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the
State of Nevada
Department of Administration, Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Smith
Phone (775) 684-0178 Fax (775) 684-0188
Email: tlsmith@admin.nv.gov

and

Cellco Partnership d/b/a Verizon Wireless
One Verizon Way
Basking Ridge, NJ 07920
Contact: RJ Fenolio
Phone (702) 283-2200 Fax: (866) 917-7801
Email: RJ.Fenolio@VerizonWireless.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.

2. **DEFINITIONS.**

- "WSCA" means the Western States Contracting Alliance.
- "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.

Effective 04/07

Page 1 of 15

- “Participating Addendum” means a bilateral agreement executed by the Contractor and a Participating Entity, substantially in the form of Exhibit __ to Attachment CC, incorporating this Master Service Agreement and setting forth any other additional terms or requirements specific to the Participating Entity that shall be applicable to the Participating Entity’s participation in this Master Service Agreement.
- “Participating State(s)” means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum.
- “Participating Entity” means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity’s Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
- “Eligible Entity” means a state, political subdivision or other non-governmental legal entity authorized by a state, that is not specifically prohibited by State law from entering into a Participating Addendum under this Contract. Eligibility is subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
- “Buyer” means any WSCA Participating State, a Participating Entity, or any authorized agency or political subdivision of a Participating State, or an authorized non-profit entity, that makes a purchase under this contract, either pursuant to its own Participating Addendum or by purchasing under another entity’s Participating Addendum.
- “Contract” means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.
- “Contractor” and/or Contracting Agency” means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this contract.
- “Solicitation” means RFP #1907 incorporated herein as Attachment AA.
- “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.
- “Wireless Spend” means the total dollar value spent on wireless services, data, equipment, devices, support, and any and all other products and services invoiced by a wireless carrier and paid by an end user including all IL accounts. Wireless Spend does not include amounts invoiced by Contractor for: taxes, additional regulatory fees, administrative charges, and charges, fees or surcharges for the costs Verizon Wireless incurs in complying with governmental programs, and credits and refunds.

3. CONTRACT TERM. This contract shall be effective upon WSCA Directors’ approval to October 31, 2016, unless sooner terminated by either party as specified in paragraph (21). Each Participating

Effective 04/07

Page 2 of 15

Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.

4. CANCELLATION OF CONTRACT; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for goods/services delivered and accepted, WSCA's rights to payment of administrative fees, and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work is specifically described in this Contract and its incorporated documents; this Contract incorporates the following attachments, which, after the terms of this Master Service Agreement for Services of Independent Contractor, are listed in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1907 (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: CONTRACTOR'S RESPONSE

ATTACHMENT CC: CONTRACTOR'S ADDITIONAL TERMS

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

6. Intentionally Omitted.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. PARTICIPATING ADDENDA. To participate in this Contract, a WSCA Member State (including the Lead State) or any Participating Entity authorized to participate in this contract, shall enter into a Participating Addendum with the Contractor. If authorized to purchase under state contracts, a state's agencies or political subdivisions may utilize their state's Participating Addendum to participate in this Contract. Purchases by state agencies or subdivisions under their state's Participating Addendum incorporate the terms of this Contract and the applicable Participating Addendum. The Participating Addendum shall not exceed the scope or term of this contract. In case of conflict between the terms of the Participating Addendum and this contract, the Participating Addendum shall take precedence as to all purchases made under that Participating Addendum.

9. Intentionally Omitted.

Effective 04/07

Page 3 of 15

10. Intentionally Omitted.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service specified in Attachment BB (Contractor's Response). Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders for similarly situated customers. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state and local taxes, Listed Carrier Surcharges, and federal excise taxes. Where a Participating State is not exempt from state and local taxes, the Contractor shall add such taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses if such charges are imposed by law on Contractor and not otherwise allowed to be passed through to the subscriber. Notwithstanding that provision, Contractor shall be allowed to bill the Listed Carrier Surcharges as listed in Attachment CC. Contractor may amend its Listed Carrier Surcharges by providing 30 days advance notice of any new Listed Carrier Surcharge. Contractor agrees to be responsible for payment of any government obligations described above that are owed but not paid by its subcontractors during performance of this contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190. Any Participating Entity, including non-profit organizations and local government agencies, must provide Contractor valid exemption documentation required by state law to avoid paying taxes or Listed Carrier Surcharges. Attached is a list of current surcharges by state and national surcharges (Attachment CC).

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

Effective 04/07

Page 4 of 15

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response, the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of $1/10^{\text{th}}$ of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

Some participating entities may require that a fee be paid directly to the entity on purchases made by the procuring entity. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contract. The Contractor(s) may adjust pricing accordingly for purchases made by procuring within the jurisdiction of the Participating Addendum. Any such price adjustment shall not exceed the dollar value of the additional fee.

All participating entities are deemed to have consented to the release of any required reporting information to WSCA Administration (including information generally deemed Customer Proprietary network Information [CPNI] for purposes of monitoring the contract and calculating the fees that are due and payable to WSCA for administering the contract. Users have a right to decline to release this information, however, they may not purchase under the WSCA contract if they choose to do so.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. Buyer may offer the opportunity to deliver nonconforming goods at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

Effective 04/07

Page 5 of 15

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete billing records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, billing records and price plan details related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been notified that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's billing records, invoices, and price plan details related to the corresponding Participating Entity's payments and participation in the Contract.

21. CONTRACT TERMINATION: REMEDIES. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

Effective 04/07

Page 6 of 15

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Participating Entities shall have the limitations of liability provided by their respective state's law. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and with arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising directly from any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents under this contract.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify

Effective 04/07

Page 7 of 15

and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising directly from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the laws of a Participating Entity's state, and the provisions of the applicable Participating addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Effective 04/07

Page 8 of 15

Commercial General Liability Insurance

1) Minimum Limits required:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products & Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

General Requirements:

- a. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- b. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract. Any deductibles or self-insured retentions must be declared to and approved by the Lead State. Approval of such deductibles or self-insured retentions shall not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles or self-insured retentions.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide advice of cancellation via mail to Certificate Holders.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor

Effective 04/07

Page 9 of 15

failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

Effective 04/07

Page 10 of 15

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) for WSCA in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the products or services provided by Contractor under this Contract infringe or violate any copyright, patent, trade name, trademark, trade secret, or other intellectual property rights, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation.

The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

The above provision applies to WSCA and the Lead State only. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provision of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract. Information provided by the Contractor which the Contractor believes to be Customer Proprietary Network Information (CPNI) pursuant to federal law shall be marked by the Contractor as "Confidential – Customer Proprietary Network Information" and shall not be subject to release, notwithstanding the existence of any Public Records or Right to Know law in the state of any Participating Entity under this contract without the prior consent of the public entity to which those records relate, except as otherwise provided by the Federal Communications Act of 1934 as amended. Execution of a Participating Addendum, or making a purchase under this Contract, constitutes consent of the Participating Entity or Buyer for Contractor to disclose to WSCA and the Lead State the information

Effective 04/07

Page 11 of 15

required in Sections 16 and 20 of this Contract. The intent of the parties hereto is that confidentiality of CPNI shall not be lost as against third parties by reason of any reporting or audit obligations of Contractor under this Contract.

Participating Entities are deemed to have consented to the sharing of CPNI type information with WSCA Administration as a condition of utilizing this contract with its associated pricing. Said information will only be used for purposes of calculating the administrative fees to which the Lead State may be entitled for administering this contract on behalf of WSCA. Where such information is required by any Participating State, which may impose its own administrative fee, such information may also only be used by it for purposes only of calculating the administrative fee to which it may be entitled.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

- a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

Effective 04/07

Page 12 of 15

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the Lead State or any Participating Entity

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Upon approval by the WSCA Participating State, participation under this contract by the Participating State's political subdivisions (i.e., colleges, school districts, counties, cities, etc.) shall be voluntarily determined by the political subdivision. Certain Non-Profit Entities may be eligible to purchase under this Contract unless prohibited by State law and upon consent by the Chief Procurement Official of the relevant State. The Contractor agrees to supply the political subdivisions and eligible non-profit entities based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum. The Contractor may offer, but is not required to offer, products and services to employees of a Participating Entity on the same terms and conditions that are offered to Participating Entities under this Contract, and such an agreement for products or services entered into with an employee of a Participating Entity may extend beyond the term of this Contract.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by WSCA and only for the period of time specified in the contract. Any services performed by Contractor

Effective 04/07

before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION.

44.1 Lead State. The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 Participating Entities. The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

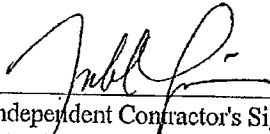
45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contract shall execute with the Contractor a Participating Addendum consistent with this Contract and conforming to the terms of Paragraph 8 herein.

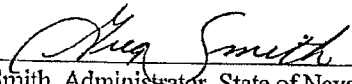
Effective 04/07

Page 14 of 15

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature Date Executive Director Enterprise & Government Contracts
Todd Loccisano 4/13/2012 Independent's Contractor's Title



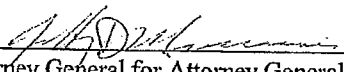
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4-16-12

(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 16 Apr 12

(Date)

Effective 04/07

Page 15 of 15

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

1. Scope:

This Participating Addendum is between the State of California and Verizon Wireless.

This Participating Addendum covers the purchase of Wireless Services and Equipment for all State departments and may include all California political subdivisions/local governments. "State department" for the purpose of this Participating Addendum refers to any entity of the executive branch of California government including, but not limited to agency, department, board, commission, office, association or institution. A "California political subdivision/local government" is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations. Eligible Entity for the purpose of this Participating Addendum, unless otherwise specified includes State departments and California political subdivision/local governments as defined above.

The California Participating Addendum for wireless services and equipment is designed to take advantage of the WSCA Nevada volume purchasing to develop a wireless (voice and data) services and equipment offering unique and specific to the California State's wireless business needs with respect to lowest costs and optimum operational efficiencies.

The State of California Pricing offering in Attachment 1, specifically the Plans and Features, is being offered based on the State of California (state and local subscribers) maintaining 150,000 active/billing lines in service with Verizon Wireless under this Participating Addendum, which includes lines of service from the former California Wireless contract #1S-05-58-02. The number of active/billing lines of service is comprised of both State and Local government liable (government paid) subscribers purchasing under this State of California WSCA Participating Addendum.

If the number of active/billing lines in service with Verizon Wireless falls below, 150,000 for three consecutive months, this Participating Addendum will remain in full force and effect, but the special State of California pricing in Attachment 1 will no longer be available to new lines of service. Lines of service already on the special State of California pricing will be permitted to stay on that pricing, and new lines of service will be able to use standard WSCA pricing if then permitted by the State of California.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN VERIZON WIRELESS AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, VERIZON WIRELESS AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. VERIZON WIRELESS, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES. THE ARRA SUPPLEMENTAL TERMS AND CONDITIONS ARE LOCATED AT:
[HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/POLIPROC/ARRATAND%20C021009FINAL.PDF](http://www.documents.dgs.ca.gov/pd/poliproc/arratand%20C021009FINAL.PDF)

2. Leasing

Not Applicable.

3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) (GSPD-401IT General Provisions-Information Technology based on June 8, 2010 standard) for Western States Contracting Alliance (WSCA) contract for wireless equipment and services as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA Nevada, WSCA Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets; except as follows:

Section 26 Limitation of Liability, Sub-section (d) (GSPD-401IT General Provisions)
Add: In no event shall Verizon Wireless be liable for users' inability to access 911 or E911 service
- c. Verizon Wireless response to the Department of General Services (DGS) Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum as referenced is incorporated in its entirety.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

- d. This Participating Addendum is entered into by the parties under the Nevada, WSCA Master Price Agreement number 1907 (hereinafter "Nevada WSCA Master Price Agreement"). For purposes of this Participating Addendum, the Contract Number (used interchangeably with the term "Master Price Agreement Number") shall be 7-10-70-16.

- e. Order of Precedence:

To the extent of a conflict in terms between the WSCA Master Price Agreement and this Participating Addendum, the following descending order of precedence shall apply:

- Participating Addendum
- Request for Offer (RFO) # DGS-1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer
- Attachment #1, Pricing Worksheet Rev. 2 dated 12-9-11 in its entirety. Current Pricing Worksheet is incorporated via this amendment and contract supplement; all further Pricing Worksheet changes will be accomplished via contract supplement only.
- Nevada, WSCA Master Price Agreement number 1907

- f. California Department of Technology Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- g. Reports & Administrative Fee:

All reports and administrative fees associated with this Participating Addendum will be provided in accordance with the State's Request for Offer (RFO) # DGS-1070 together with its exhibits and/or addendum(s) and the WSCA Wireless Providers Responding Offer.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

The administrative fee check should be submitted to the following address:

California Department of Technology
Accounting
P.O. Box 1810, Y06
Rancho Cordova, CA 95741

All reports associated with this Participating Addendum shall be submitted to the primary state government contact listed below.

- h. The primary state government contact for this Participating Addendum is as follows:

California Department of Technology
Statewide Technology Procurement Division
P.O. Box 1810, MS 12
Rancho Cordova, CA 95741

Contact: Monica Parra Barrios
E-mail: Monica.parra@state.ca.gov
Phone: (916) 431-5556

- i. The primary Verizon Wireless Customer contact for this Participating Addendum is as follows:

Verizon Wireless Primary Contact:

Address: 2795 Mitchell Drive
Walnut Creek, CA 94598
Contact: Chris Rock, National Accounts Manager
E-Mail: Chris.Rock@VerizonWireless.com
Phone: 916 599-3003

Secondary Contacts:

Contact: Adrianne Koehler-Downie, Associate
Director
E-mail: [Adrianne.Koehler-](mailto:Adrianne.Koehler-Downie@VerizonWireless.com)
Downie@VerizonWireless.com
Phone: 916-357-2495

Contact: Wes Senechal, Director
E-Mail: Wes.Senechal@VerizonWireless.com
Phone: 925-279-6420

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

j. Price Agreement Number:

The Master Price Agreement number for this Participating Addendum is Contract Number 7-10-70-16. The Master Price Agreement Number MUST be shown on all purchase documents issued against this Master Price Agreement.

This Addendum, Verizon Wireless's response to the Department of General Services Request for Offer (RFO) #DGS-1070 together with its exhibits and/or addendum(s) and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, Verizon Wireless's response to the DGS RFO #DGS-1070 together with its exhibits and/or amendments, and the Price Agreement and its exhibits and/or amendments shall not be added to or incorporated into this Addendum, DGS RFO #DGS-1070 with its exhibits and/or addendum(s) or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum, Verizon Wireless's response to the DGS RFO #DGS-1070 and its exhibits and/or amendments and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the California Department of Technology and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

This Participating Addendum supersedes and replaces all previous addendums with respect to the subject matter hereof.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

- m. State Departments – Specific Purchasing Guidelines
State departments are restricted from acquiring any service plans, features and/or equipment beyond those identified on the attached pricing worksheets incorporated into this participating addendum.
- n. California political subdivision/local government – Specific Purchasing Guidelines
The WSCA/WP will afford the opportunity to California political subdivisions/local governments to acquire any service plans, features and/or equipment identified on the attached Pricing Worksheets incorporated into this Participating Addendum. California political subdivisions/local governments, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. The WSCA/WP agrees to provide all reports required by the RFO and agreed to by the WSCA/WP in its RFO response; however, due the Customer Proprietary Network (CPNI) concerns, appropriate consent must be obtained from the departments and agencies included in the reports. In consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into this Participating Addendum and/or (ii) standard WSCA pricing, the parties agree that any line that receives new equipment under a standard WSCA plan must remain on standard WSCA pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, the WSCA/WP will migrate the line back to its original standard WSCA plan. The WSCA/WP is not required to provide notice when it migrates a line back to its original standard WSCA pricing under the terms of this paragraph.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS EQUIPMENT AND SERVICES
VERIZON WIRELESS
MASTER PRICE CONTRACT
CONTRACT #7-10-70-16
Amendment # 8**

Amendment #8, makes the following administrative changes:

- 1) Reports shall be submitted as follows:

Administrative Reports:

FROM: California Department of Technology
Statewide Technology Procurement Division
Attn: Rick LaBonte
P.O. Box 1810, MS Y12
Rancho Cordova, CA 95741

TO: California Department of Technology
Statewide Technology Procurement Division
Attn: Monica Parra Barrios
P.O. Box 1810, MS Y12
Rancho Cordova, CA 95741

- 2) Changes the primary state government contact for this Participating Addendum:

FROM: Rick LaBonte, Wireless Contract Administrator
TO: Monica Parra Barrios, Wireless Contract Administrator

- 3) Changes Deputy Director:

FROM: Russ Guarna
TO: Marnell Voss

By signing below Verizon Wireless agrees to offer the same products/and or services as on the (the lead state and contract number) at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

Department of Technology
By: Marnell Voss

Name: Marnell Voss

Title: Deputy Director

Date: 11/20/14

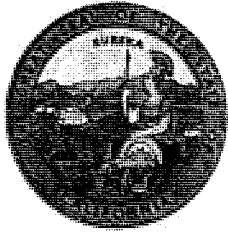
Contractor Name Cello Partnership d/b/a
Verizon Wireless

By: Todd Loccisano

Name: Todd Loccisano

Title: Executive Director, Enterprise and Government Contracts

Date: 11/12/2014



California Department of Technology
Statewide Technology Procurement Division
P.O. Box 1810, MS Y12
Rancho Cordova, CA 95741

State of California
Western States Contracting Alliance
Master Price Agreement
******MANDATORY******
User Instructions
Supplement #14

**NOTE: CONTRACT NUMBER 7-10-70-16 USER INSTRUCTIONS, SUPPLEMENT #14
REPLACES AND SUPERSEDES ALL PREVIOUS SUPPLEMENTS TO THIS CONTRACT.**

CONTRACT NUMBERS: 7-10-70-16	
DESCRIPTION:	WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
CONTRACTOR(S):	VERIZON WIRELESS
CONTRACT TERM:	06/15/2011 through 06/30/2019
DISTRIBUTION CODE:	Posted Electronically on: http://www.cio.ca.gov/OTP/default.asp - Telecom Contracts
STATE CONTRACT ADMINISTRATOR:	Monica Parra Barrios Monica.Parra@state.ca.gov (916) 431-5556

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.


Monica Parra Barrios, Procurement Analyst

11/20/2014
Effective Date

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
14	<p>Changes to Supplement 14, dated 11/20/14</p> <ul style="list-style-type: none"> • Changes to Contract Term: FROM: 06/15/2011 through 10/31/2016 TO: 06/15/2011 through 06/30/2019 • Changes to Contract Administrator name and phone number: FROM: Monica Parra (916) 431-5547 TO: Monica Parra Barrios (916) 431-5556 	11/20/14
13	<p>Changes to Supplement 13, dated 10/08/2014</p> <ul style="list-style-type: none"> • Changes State Contract Administrator: FROM: Rick LaBonte TO: Monica Parra See #6 for complete information. All changes in this supplement are in red. 	10/08/2014
12	<p>Changes to Supplement 12, dated 07/19/2013</p> <ul style="list-style-type: none"> • Changes State Agency Name: FROM: California Technology Agency TO: California Department of Technology • Changes State Contract Administrator: FROM: Susie Durkee TO: Rick LaBonte See #6 for complete information. <p>All changes in this supplement are in red.</p>	07/19/2013
11	<p>Changes to Supplement 11, dated 12/06/2012</p> <ul style="list-style-type: none"> • Changes State Agency Name: FROM: Department of General Services TO: California Technology Agency • Changes Administrative Fee: FROM: Department of General Services TO: California Technology Agency, Accounting • Changes Distribution Code: Posted Electronically on: FROM: http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/wireless.aspx TO: http://www.cio.ca.gov/OTP/default.asp • Changes State Contract Administrator address: FROM: P.O. Box 1810, MS 20, Rancho Cordova, CA 95741 TO: P.O. Box 1810, MS Y12, Rancho Cordova, CA 95741 Changes State Contract Administrator phone number (see Section 6) • Changes Exemption Form: FROM: Department of General Services (DGS) Exemption Form TO: California Technology Agency Exemption Form • Assigns form number to Wireless Contract Exemption Request: TO: Form TECH 401 • Assigns form number to Supplier Performance Report: TO: Form TECH 402 • Changes Exemption Form and Supplier Performance Report web link: FROM: http://www.documents.dgs.ca.gov/pd/contracts/WirelessExempt.doc 	12/06/2012

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

	<p>TO: http://www.cio.ca.gov/OTP/default.asp-Forms</p> <ul style="list-style-type: none"> Changes Purchase Order Distribution(Local Governments exempt): <p>FROM: Department of General Services TO: California Technology Agency</p>	
10	<p>Changes to Supplement 10, dated 9/24/12:</p> <ul style="list-style-type: none"> CA Contract Administrator has been changed. The CA Contract Administrator is Susie Durkee with California Technology Agency. See #6 for complete information. 	9/24/2012
9	<p>Changes to Supplement 9, dated 9/1/2012:</p> <ul style="list-style-type: none"> User Instructions incorporates Supplement 1 thru 4. Contract term has been extended for 4 years. The new expiration date is October 31, 2016. 1. Scope: Note to Local Governmental Agencies stating they can purchase anything WSCA offers through this contract; State departments are the only users who are limited. 2. C. Transitioning – State departments are required to transition from any old plans to a mandatory contract plan no later than October 1, 2012; if not done it will be done for the state departments with permission of DGS/PD. WSCA Base Contract has changed to the WSCA Wireless Telecommunications Services and Equipment Contract, State of Nevada # 1907. Link to the WSCA contract: http://purchasing.state.nv.us/Wireless/WSCA_Only/WSCA_Only_PVersion.htm All changes in this supplement are in red. 	9/1/2012
8	<p>Changes to Supplement 8, dated 1/5/2012:</p> <ul style="list-style-type: none"> CA Contract Administrator has been changed. The new CA Contract Administrator is Eileen Tardiff. 	1/5/2012
7	<p>Changes to Supplement 7, dated 12/9/2011:</p> <ul style="list-style-type: none"> 1. Scope: Note stating Verizon will provide free devices for NEW activations with a 12 month term. 3.A. State Departments: Added language with restrictions from purchasing items not within scope; nothing over \$300.00 without an exemption. 4. D. Exemption Request Process: language has been updated to reflect the \$300.00 cap and updated instructions on use of the Exemption forms. 14. 1. b. Correction – contractor is not required to receive the STD. 20. 14. 3. Order of New Service and Equipment – ATR instructions added 14. 4. New Service for existing equipment – correction that contractor is not required to receive the STD. 20 18. B. Shipment Confirmation – added IMEI and MEID 24. Existing Equipment – stating a STD. 20 must be completed and kept with the file 31. Cal Card Use – changed reference to SCM Volume 3 36. Deleted language concerning copies of online orders to DGS 37. Procurement Division address correction Attachment A – Contract Pricing has been revised. (Rev. 2 dated 12/9/11) 	12/9/2011
6	<p>Changes to Supplement 6, dated 9/29/2011:</p> <ul style="list-style-type: none"> Attachment A – Contract Pricing had been revised. (Rev.1 dated 9/29/11) 	9/29/2011
5	Changes to Supplement 5, dated 6/24/2011:	6/24/2011

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

	<ul style="list-style-type: none"> 12. Rate Plan Selection: changed the word "minimize" to "eliminate" Attachment B – Service Plan Cost Comparison has been revised. (Rev. 1 dated 6/24/11)	
4	Changes to Supplement #4, dated 6/15/2011: <ul style="list-style-type: none"> Complete new User Instructions implemented from RFO DGS-1070 	6/15/2011
3	Changes to Supplement #3, dated 4/6/2011: <ul style="list-style-type: none"> Date changes to Section 2.d. 	4/6/2011
2	Changes to Supplement #2, dated 12/22/2010: <ul style="list-style-type: none"> Date changes to Section 2.d. 	12/22/2010
1	Changes to Supplement #1, dated 11/22/2010: <ul style="list-style-type: none"> Date changes to Section 2.d. 	11/22/2010

1. SCOPE

The purpose of this WSCA Master Price Agreement is to provide a purchasing vehicle for Wireless Telecommunications Services and Equipment for all State departments and local governmental agencies. While the State of California makes this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

The State, in accordance with Executive Order B-1-11, has significantly reduced the number of wireless service plans available in order to procure the most appropriate and cost-effective voice and data wireless service plans. These contracts also provide free wireless devices (handsets and modems) for each service plan.

Note: Verizon will provide free devices under this agreement for NEW activations of service with a 12 month term. Verizon is offering another free device, without activating new service, after 10 months of the 12 month term.

Wireless Provider	Contract Number
Sprint Solutions	7-10-70-15, Supplement #17
Verizon Wireless	7-10-70-16, Supplement #14
AT&T Mobility	7-11-70-17, Supplement #10
T-Mobile USA, Inc.	7-11-70-18, Supplement #10

Items Not Within the Scope of the WSCA Participating Addendums

Certain Information Technology (IT) products are not within the scope of this contract and are not available for purchase under this contract. This includes, but is not limited to; iPads, Tablets, Notebooks, Netbooks, and Blackberry Enterprise Servers. Some of these products are available through other contract sources. Please refer to the State Contracts Index Listing at:

<http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>

NOTE: This clause does not apply to Local Governmental Agencies.

Directory Assistance Service (411) Restriction

In accordance with the State OCIO IT Policy Letter: ITPL 10-12, State departments are instructed to reduce charges incurred from 411 Directory Assistance Services. State departments should restrict access to 411 services on all wireless lines by blocking access to 411 services and by directing employees to use free alternatives to 411 services. State departments should perform a cost-benefit analysis to determine the most effective way to reduce or eliminate the cost of 411 services. Below is a list of some of the no-cost alternatives to 411 services:

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

- 1-800-GOOG-411 (voice)
- 1-800-FREE-411 (voice)
- 411.com
- Free411.com
- People.yahoo.com
- Phonenumber.com
- Whitepages.com

The contract term is through 10/31/2016. The State may terminate this contract at any time upon 30 days prior written notice.

Order placement and contract execution shall be on or before the expiration date of the WSCA Master Price Agreement. Delivery of the services requested must be completed within one (1) year after the WSCA expiration date.

2. TRANSITION TO NEW WSCA WIRELESS PROVIDERS, PLANS, PRICING and EQUIPMENT

- a. Contractor(s) will work with the State to ensure, to the extent practicable that all current, mandatory and non-mandatory State and local governmental agencies that elect to change from their current wireless provider to another wireless provider will seamlessly transition at no transition cost and with minimal service disruption.
- b. All wireless users shall have the option to maintain their current equipment and phone numbers. New users may port their numbers from other carriers.
- c. State Departments will be **required** to transition from their current wireless service plans to the State's new, more cost-effective voice and data wireless service plans by **October 1, 2012**. Any State plans not transitioned by this time will be reviewed and transitioned per the permission of California Department of Technology, Statewide Technology Procurement Division Contract Administrator.
- d. When transitioning from one contractor to another, departments are responsible for requesting a remittance for any open rebate/credit due to the department.
- e. Contractor will make the pricing set forth in the WSCA Master Price Agreement available to local governmental agencies as of the Effective Date of this Participating Addendum, subject to execution of the required Individual User Agreement. **The standard WSCA pricing, plans, and some equipment will not be available to State Departments.**
- f. Service levels during this transition period shall be no different than the existing WSCA service levels.

3. RESTRICTIONS ON USAGE OF CONTRACT ITEMS

- State Departments – Specific Purchasing Guidelines:
 1. State departments are restricted from acquiring any service plans or features outside the core list of services as listed in Attachment A, Contract Pricing, incorporated into this contract.
 2. State departments are restricted from acquiring the “Items Not within the Scope of the WSCA Participating Addendums” noted above. State departments are further restricted from acquiring any equipment in the suppliers’ catalogs with a contract unit price more than \$300.00.

Note: For purchases of any service plans or features outside the core list of services as listed in Attachment A, Contract Pricing, or purchases of any equipment in the suppliers’ catalogs with a contract

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

unit price more than \$300.00, State Departments must have an approved exemption from the State Contract Administrator. Please refer to Article 4. D. for more information.

- **Local Governmental Agencies – Specific Purchasing Guidelines:**
Verizon Wireless will afford the opportunity to local governmental agencies to acquire any service plans, features and/or equipment identified on the attached Pricing Worksheets incorporated into this contract. Local governmental agencies, at their option, will be afforded the opportunity to continue with the existing plans, or acquire all other products and services provided by the WSCA-Nevada offerings. In consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into this contract and/or (ii) standard WSCA pricing, the parties agree that any line that receives new equipment under a standard WSCA plan must remain on standard WSCA pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, Verizon Wireless will migrate the line back to its original standard WSCA plan. Verizon Wireless is not required to provide notice when it migrates a line back to its original standard WSCA pricing under the terms of this paragraph.

4. CONTRACT USAGE/RULES

A. State Departments

- There are four (4) separate Mandatory WSCA Participating Addendums. The use of one of these contracts for all Wireless Services and Equipment purchases is MANDATORY for all State departments. The use of these WSCA agreements does not require further competition. Ordering departments are not required to obtain three (3) offers but as always, cost should be a consideration. The available contracts are:
 - 7-10-70-15 Supplement #17, Sprint Solutions
 - 7-10-70-16 Supplement #14, Verizon Wireless
 - 7-11-70-17 Supplement #10, AT&T Mobility
 - 7-11-70-18 Supplement #10, T-Mobile USA , Inc
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this WSCA contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's WSCA contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14

- Local governmental agencies are defined as “any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges”, empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

C. Ordering Agencies

Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

D. Exemption Request Process

Contract use is mandatory for State departments and available for use by local governmental agencies. State departments wishing to purchase services outside the core list of services as listed in Attachment A, Contract Pricing, or purchase any equipment in the suppliers' catalogs with a contract unit price more than \$300.00, must request an exemption. Purchases of accessories related to any wireless devices such as batteries, cases, car chargers, etc. are not required to have an exemption. Please complete and submit the form TECH 401, Wireless Contract Exemption Request for approval by the State Contract Administrator prior to making a purchase of non-core equipment or services outside of this mandatory contract. Please refer to the link below for the exemption form and additional information on the exemption process.
<http://www.cio.ca.gov/OTP/default.asp> -Forms

Departments seeking an exemption from using the mandatory WSCA Wireless contract shall:

1. Contact the contractor's Contract Manager identified in Article 6 below, to discuss the department's needs and the contractor's ability to furnish the desired products.
2. Complete the TECH 401, Wireless Contract Exemption Request, attach any supporting documentation, such as an offer from the supplier, and submit it to the State's Contract Administrator identified in Article 6 below. The form must be signed by the department's Purchasing and Contracting Officer (PCO) or their designee at a level not lower than the

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

department's Purchasing Authority Contact (PAC). Forms must also be signed by the Department's Chief Information Officer (CIO).

Upon receipt of the exemption request, the State's Contract Administrator will:

1. Review the request, determine if there is appropriate justification for purchasing outside the mandatory contract and either grant or deny the request.
2. If the request is denied, the department will need to use the mandatory contract and purchase the core services and/or equipment available.
3. If the request is approved, the department may proceed to purchase the non-core services and/or equipment using the contract or acquire the items off contract in accordance with the department's approved IT purchasing authority guidelines.

Departments shall retain all exemption documentation within their procurement files.

5. CALIFORNIA DEPARTMENT OF TECHNOLOGY ADMINISTRATIVE FEE

The contractor shall submit a check payable to the State of California, California Department of Technology, Accounting, P.O. Box 1810, MS Y06, Rancho Cordova, CA 95741 for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period excluding taxes and freight. This fee shall be included as an adjustment to contractor's WSCA pricing and not invoiced or charged to the purchasing entity for the use of this contract. All prices quoted to State and local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

6. CONTRACT ADMINISTRATION

Both the State and the contractors have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS/PD (State Contract Administrator)	Verizon Wireless (Contractor)
Contact Name:	Monica Parra Barrios	Chris Rock
Telephone:	(916) 431-5556	(916) 599-3003
Facsimile:	(916) 463-9911	(949) 286-8529
Email:	monica.parra@state.ca.gov	Chris.Rock@verizonwireless.com
Address:	California Department of Technology Statewide Technology Procurement Division Attn: Monica Parra Barrios P.O. Box 1810, MS Y12 Rancho Cordova, CA 95741	Verizon Wireless Building D- BFO, State of California 15505 Sand Canyon Ave. Irvine, CA 92618

7. CUSTOMER SERVICE AND TECHNICAL SUPPORT

Customer service and technical support services will be available during normal business hours Monday – Friday 8:00A.M. – 5:00 P.M. (PST/PDT). Customer service and technical support services will respond to any customer service requests within four (4) hours of notice. Further, the contractor will provide general customer/technical support accessible 24 hours a day, 7 days a week.

8. ESCALATION PROCESS

Agency Telecommunications Representatives (ATR's) will work directly with the contractor on all escalation issues as stated below. The State Contract Administrator must be informed of all escalation issues.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

ATR should contact their Verizon Wireless Account Manager for resolving problems pertaining to billing/invoicing, technical support, and network issues.

9. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed form TECH 402, Supplier Performance Report located at: <http://www.cio.ca.gov/otp/default.asp> - Forms via email or facsimile to the State Contract Administrator identified in Article 6 (Contract Administration). The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

10. CONTRACTOR'S HOME PAGE/PRICING

The contractor will provide secure online access for ATR's to manage accounts, get product information, and to order equipment and services. Contractor will maintain, support and keep current a California specific contract home page with a Universal Resource Locator (URL) for the Internet Page. The contractor's home page will contain the current pricing for equipment and services, including common offered plans, discount pricing, basic equipment offered along with the list of additional equipment and coverage maps. There will be updated coverage maps on the first day of every quarter. Promotional offers will also be included. Please refer to the following link:

<https://b2b.verizonwireless.com/b2b/commerce/excludedfromssofilter.go?location=grouplogin&creds=ddaed0db8e799ff0324a8dea80543c364738d808a27bd1c05e07ea57818947f163d13232695506c0>

11. PRICING

Ordering agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information.

12. RATE PLAN SELECTION

One of the contract's goals is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers on the consumption plan that may be consistently incurring overage charges, and therefore should move to the unlimited plan, or subscribers consistently underutilizing the unlimited plan, and therefore should move to the consumption plan. The DGS-PD has done extensive analysis to identify the plans that will both maximize the savings achieved and eliminate costs such as overage, roaming, etc.

A Consumption Plan: Users who have low Minutes of Use (MOU) or periodic use during any period of time will be placed on the Consumption Plan. All unused phones will be evaluated on a case by case basis since in many instances it is not appropriate to stock a phone with zero usage.

B Unlimited Plan: If a user's MOU exceeds the break even point of the Consumption Plan users should be placed on the Unlimited Plan. For example, a user that is routinely using 1000 minutes on the Consumption Plan and the consumption Plan rate is \$0.06 per minute, the break even point would be \$60.00. If the wireless provider's Unlimited Plan is less than \$60.00 the user should be placed on this plan.

C Optimization: After the initial plan assignment, contractors will routinely identify those users that are not on the most optimized plan and work with the State Contract Administrator to place the user on the most

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

optimized plan. With the selection of either rate plan, the contractor is required to offer at least one basic handset, battery charger and hands free headset at no charge.

13. LOCAL NUMBER PORTABILITY

Based on Federal law users may port existing telephone numbers to the new contract provider. After the transition process, the number portability will be handled by the ATR as a regular order. Departments will determine which numbers are to be ported. There is no charge to port numbers from one service provider to another. The ATR must keep in mind the following requirements before porting numbers to the new carrier:

- A. All numbers must be active. Lines suspended or cancelled can not be ported.
- B. A copy of the current airtime invoice must be attached to the STD. 20 or STD. 65. The new contractor needs exact billing information to provide to the port center.
- C. Lines must be activated upon receipt. Delaying the activation process could result in the loss of the number. At that point the number will revert back to the original contractor.
- D. Please contact your Wireless Account Manager for the number portability forms required to transition the current number from one carrier to another.

14. PURCHASE EXECUTION

A. State Departments

All orders must be initiated by the departmental ATR. Departments are required to designate personnel, defined as ATR's, for authorizing the purchase of wireless services and equipment. Contractor has been instructed not to accept orders unless authorized by an ATR and assumes liability for costs incurred if procurement procedures are not followed. A designated ATR must be established through the California Technology Agency, Office of Technology Services. Instructions are provided in the following link:
<http://www.dts.ca.gov/stnd/resources/catr-atr-info.asp>

1. Purchase Documents

a. Equipment Orders

State departments must use the Purchasing Authority Purchase Order (STD. 65) for purchase execution. An electronic version of the STD. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (STD. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

b. Wireless Services Orders

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14

A Telecommunications Service Request (STD. 20) must be completed for the wireless services and maintained in the purchasing file. The contractor is not required to receive the STD. 20. An electronic version of the STD. 20 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

2. American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

3. Order of new service and equipment

Departments are required to submit a STD. 65 for all equipment purchases, including the free handsets or data device. The STD. 65 unit price must include the **list price** of the equipment including the free handsets or data device. The sales tax will be calculated on the list price total and the location of the ship to address. Based on the State of California Board of Equalization Sales and Use Tax Regulations, Regulation 1585, the wireless industry is required to charge the State of California sales tax on the full retail price of the device. The ATR should work with the contractor to determine the best way to include the sales tax. A STD. 20 must be completed for the services and maintained in the purchasing file. The contractor is not required to receive the STD. 20.

ATR's must establish procedures for purchasing with the contractor via an implementation call where the Agency Billing Code, billing information and other contacts within the department will be gathered and recorded. All roles, responsibilities, and procedures are reviewed in great detail during the implementation call. To start the process, please contact:

Verizon Wireless
Chris Rock
(916) 599-3003
chris.rock@verizonwireless.com

ATR's, on behalf of their department, are assigned a local Account Manager for general sales support and to provide quotes on equipment and service. If necessary, the department will also be assigned an Account Liaison who is responsible for supporting the ATR once the equipment is placed into service.

As an option, specific ordering instructions may be communicated to the contractor with the use of a Corporate Order Form. Corporate Order Forms are customized for each agency/department with specific information obtained during the implementation call. This form, if used, will streamline the process and ensure services requested are provided in compliance with contract requirements.

A completed STD. 65 with a description of the wireless equipment being requested and other specific instructions and the optional Corporate Order Form, if utilized, must be sent to the contractor.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

3. New Service for Existing Equipment:

The contractor must be notified in order to activate service on existing equipment under the new contract. A STD. 20 must be completed for the services and maintained in the purchasing file. The contractor is not required to receive the STD. 20.

4. Equipment only:

For the purchase of equipment upgrades and accessories, ATR's must submit a STD. 65 to the contractor.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

15. ORDERING PROCEDURE

Ordering departments are to submit appropriate purchase documents directly to the contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
Verizon Wireless Building D- BFO, State of California 15505 Sand Canyon Ave. Irvine, CA 92618	(949) 286-8529	wfmccassi@HQ.verizonwireless.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

16. ORDER ACKNOWLEDGEMENT

The contractor will provide the ordering department with an order receipt acknowledgement within one (1) business day after receipt of order. The order receipt acknowledgement will contain:

- A. Equipment and/or service plan purchased
- B. Department purchase order number
- C. Contractor order number
- D. Subscriber name
- E. Bill to address
- F. Ship to address
- G. Ordering department
- H. Account information
- I. Additional information required by the State

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

17. OUT OF STOCK

The contractor will notify the ATR within one (1) business day after order receipt acknowledgement if an item is out of stock. The ATR has the option to substitute another available product, or cancel the item ordered by submitting an amended purchase order to the contractor. The contractor must an option to get comparable equipment to the ordering agency within 15 calendar days of the order at no additional cost. Under no circumstances is the contractor to make unauthorized substitutions.

18. SHIPMENT CONFIRMATION

Contractor will provide a shipment confirmation to the ATR on the day the order is shipped. Shipment confirmation will include:

1. Phone number for new lines
2. Electronic Serial Number (ESN), International Mobile Equipment Identity (IMEI), or Mobile Equipment Identifier (MEID)
3. Date shipped
4. Tracking number
5. Account number
6. Subscriber name
7. Any additional information mutually agreed upon by the State and the contractor

19. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery time of in-stock products is within five (5) business days after order receipt acknowledgement. Since receiving hours for each ordering agency will vary by facility, it will be the contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

20. ACCEPTANCE TESTING PERIOD

All contractors must provide adequate coverage and required functionality in primary areas of use. All contractors offer demo equipment that can be tested for service, capability and coverage. The contractor will provide the ordering agency a 30 day acceptance period to test equipment and coverage, commencing at the later date of either service activation or equipment receipt. During this acceptance period the subscriber may cancel service if coverage is not acceptable, i.e. consistently dropped calls, poor signal strength, call quality, or if the equipment is not acceptable, and will incur no activation charges or termination penalties. The State will incur standard service charges during this acceptance period. The contractor will provide a full refund for purchased equipment that is returned. Once equipment has been received and tested and does not meet the requirements mentioned above, the ATR may utilize another contractor.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

21. PACKING SLIP INFORMATION

All shipped orders shall include a packing slip with the following information:

- a. ATR's name, section or unit and location
- b. Designated contact/name of ordering person if different than ATR
- c. Billing address
- d. Ship-to address
- e. Contractor Order number
- f. Department's order number (purchase order number)
- g. Description of items
- h. Additional information required by the State

22. WARRANTY

Equipment is covered by the manufacturer's consumer warranty for a one-year period. Service warranty will be provided by the manufacturer through an authorized warranty service location. ATR's will work directly with the contractor.

23. DAMAGED, DEFECTIVE AND ITEMS SHIPPED IN ERROR

Contractor will provide credit and/or replacement for freight-damaged or defective items within 48 hours after notification by the ATR at no charge. This also includes incorrect products shipped or an order entry error by the contractor's customer service representative. The contractor cannot require the ATR to deal directly with the manufacturer. Additionally, contractor shall provide the ATR with a prepaid and self addressed container suitable for the return of the item. Any restocking fees for all other reasons shall not exceed the lesser of 10% of the contract dollar amount for the returned items or the amount stated in Attachment A, Contract Pricing.

24. ACTIVATIONS/TERMINATIONS/SUSPENSIONS AND ACCOUNT CHANGES

Existing Equipment: Contractor will activate, terminate or suspend service or make account changes on existing equipment and complete requested plan changes within 24 hours of notification by the ATR. A STD. 20 must be completed for the services and maintained in the purchasing file. Contractor must provide the appropriate ATR with an account change or termination acknowledgement within 24 hours of a change or termination request.

New Equipment: Contractor will complete service activation on new equipment within 72 hours of shipping, excluding activations involving number portability.

Emergency Service Activation: In the event of an emergency, i.e. State emergency during a disaster, contractor will activate equipment within 24 hours or less after request.

Temporary Suspension and Reactivation: Contractor will suspend or reactivate lines within 24 hours of notification by the ATR. During periods of suspension, the line must not incur any charges and the wireless number must not change before, during, or after suspension. The maximum period of suspension will be 6 months. If suspension occurs prior to service contract term expiration, the contract term will be extended by the period of suspension.

Plan Change Fees: There will be no change fees or any service plan contract term extension when a subscriber changes service plans.

25. AGENCY REPORTS

The contractor will provide the following management reports to the State's Contract Administrator and to each ATR as requested. The reports shall reflect the agency's usage under the contract for the respective month/quarter. Reports shall be submitted in electronic format by email or via U.S. Mail on a CD-ROM.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

Hardcopies are available upon request at no extra charge. Listed below are the management reports that will be provided:

- 1) Wireless Services Optimization Reports (quarterly or upon request):
The Optimization Report will be submitted to the State Contract Administrator on a quarterly basis by the 15th day of the first month of the new quarter. The contractor will submit this report to the ATR upon request. The Optimization Report will be reviewed by the contractor and the DGS Contract Administrator to assure the appropriate rate plan has been selected for subscribers
- 2) Voice and Combined Voice/Walkie-Talkie Service Usage Report (upon request):
The Voice and Combined Voice/Walkie-Talkie Service Usage Report will be submitted to the State Contract Administrator or ATR upon request.
- 3) Data Service Usage Report (upon request):
The Data Service Usage Report will be submitted to the State Contract Administrator or ATR upon request.
- 4) Individual Subscriber Usage Reports (monthly):
The Individual Subscriber Usage Reports will be submitted to the subscriber or ATR upon request.
- 5) Custom Reports (upon request).
ATR's may request Custom Reports through the State's Contract Administrator. The contractor will provide custom reports as requested by the State's Contract Administrator.

26. PRODUCT RECALL

State departments and local governmental agencies will be notified if a contract item is affected by a product recall. The contractor will provide notification and instructions on how to return or replace the item.

27. FRAUD MONITORING & PREVENTION

The contractor will monitor and immediately report unusual call volumes and patterns to the ATR, such as usage or cost doubling from the previous month or months with zero usage, etc. without ATR notification to the contractor. Should the ATR declare such activity as fraudulent, the contractor shall immediately deactivate the service.

28. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

29. SHIPPED ORDERS

All shipments must comply with IT General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The IT General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>.

30. INVOICING

State departments can work directly with the contractor to determine additional elements within the invoice needed to meet departmental guidelines as required, which will be provided at no extra cost. Listed below are the invoicing options/formats available:

- Master/Parent invoices must be received by the State Contract Administrator and ATR's monthly and must use the contractor's letterhead.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

- Individual Account Service invoices must be received by the ATR's monthly and must use the Contractor's letterhead.
- Equipment invoices will be sent to the billing address as specified on the purchase document within 30 days of order acknowledgement receipt by the contractor. Equipment invoices will be separate from service invoices.
- CAL-Card invoices will be processed separately. The CAL-Card invoice must itemize charges and show a balance of zero dollars (\$0.00) to reflect credit card payment.

Contractor will respond to invoice disputes within four (4) business hours of notice and provide a plan for resolution within 24 hours of notice to the State Contract Administrator and/or ATR.
Services will not be interrupted while the invoice is in dispute.

31. PAYMENT

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

Local governmental agencies may make payments according to their statutory requirements.

Cal-Card Use: State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (STD. 65) as referenced in Article 14, Purchase Execution, and must include all required documentation applicable to the purchase. The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

Payee Data Record: Each state accounting office must have a copy of the Payee Data Record (STD. 204) in order to process payments. State departments should forward a copy of the STD. 204 to their accounting office(s). Without the STD. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

32. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Verizon Wireless	97786727

33. RECYCLED CONTENT

There is no recycled content for this contract

34. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE)

There is no small business (SB) or disabled veteran enterprise (DVBE) participation for this contract.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

35. WSCA BASE CONTRACT

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Wireless Telecommunications Services and Equipment Contract, State of Nevada # 1907.

A copy of the actual WSCA Master Agreement is available on the Internet at:
http://purchasing.state.nv.us/Wireless/WSCA_Only/WSCA_Only_PVersion.htm

36. ON-LINE ORDERING

Contact the contractor representative to discuss setting up an online ordering website for your agency. State departments must still provide a copy of the purchase document to the contractor and Department of General Services, Procurement Division. THE AGENCY BILLING CODE MUST BE INCLUDED ON THE PURCHASE DOCUMENT. **(Local Governments are Exempt)**.

37. PURCHASE ORDER DISTRIBUTION (Local Governments are exempt)

For State departments, copies of the STD. 65 with original signatures, or if using the CAL-Card, copies of the order acknowledgement, must be sent to the contractor, State Controller and the California Department of Technology Agency, Statewide Technology Procurement Division. A Purchasing Authority Purchase Order (STD. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

California Department of Technology
Statewide Technology Procurement
Division
P.O. Box 1810, MS Y12
Rancho Cordova, CA 95741

State Controller's Office
3301 C Street, Suite 705
Sacramento, CA 95814
Attn: Audit Unit

By Interagency Mail (IMS): C-36

38. CELL PHONE RECYCLING

All disposal or recycling of state-owned property must obtain approval from the State and Federal Property Reuse Program Office, Procurement Division, Department of General Services via the STD. 152, Disposition Code 6. The form can be filled out, submitted and approved on-line at the following website: <http://www.documents.dgs.ca.gov/osp/pdf/STD152.pdf> . For additional information regarding the process, please refer to the State Administrative Manual Section 3520. When approved, wireless phones will be processed through the contractor's wireless phone reuse/recycling program as stated below:

Verizon Wireless offers a Wireless HopeLine program. Through this phone recycling program, donated wireless handsets from ANY Wireless Carrier are refurbished and recycled or sold, and the proceeds are donated to domestic violence shelters and prevention programs across the country. The state does not receive financial credit through this program.

Verizon Wireless retail stores participate in the RBRC (Rechargeable Battery Recycle Corporation) Charge Up To Recycle Program. This program collects spent batteries and reclaims usable materials to make new products. For more information about the Charge Up To Recycle Program visit: www.rbrc.com for collection of spent rechargeable batteries.

You may also work with e-Cycle Inc. which is a wireless device recycling company. E-Cycle will purchase wireless assets enabling the State to recover monies and offset costs on new wireless equipment and accessories. E-Cycle manages the recycling of wireless phones and accessories using an EPA-certified recycling facility in the U.S. E-Cycle will provide the State with a complete audit report that lists the makes/models and value/condition of the devices and accessories.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
WIRELESS TELECOMMUNICATIONS SERVICES and EQUIPMENT
VERIZON WIRELESS
7-10-70-16
USER INSTRUCTIONS
SUPPLEMENT #14**

Please contact the Verizon representative listed in Article 6 for more information on these programs.

Agencies are responsible for removing data on wireless phones and preparing them for reuse/recycling.

39. ATTACHMENTS

Attachment A – Contract Pricing, Rev. 2

Attachment B – Service Plan Cost Comparison, Rev. 1

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
- d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- e) **"Buyer"** means the State's authorized contracting official.
- f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- h) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
- i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
- l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
- m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
- o) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
- p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- w) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
- ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- mm) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- nn) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

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

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
 - b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
 - c) Information Technology Special Provisions;
 - d) Statement of Work, including any specifications incorporated by reference herein; and
 - e) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
- c) Unless otherwise specified in the Statement of Work:
- Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in

enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subContracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs

third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or

negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION:

- a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and

the State may be used by either party without obligation of notice or accounting.

- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

- i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.
- 40. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
- 41. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
 - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
 - c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 42. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
 - b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
 - c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
 - d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

43. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

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

45. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the

Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State 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 (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- 49. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 50. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 51. SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 52. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 53. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 54. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 55. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 56. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 57. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 58. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.
- 59. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 60. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

Contract Name: Wireless Services & Equipment
 Contract Number: 7-10-70-16
 Supplier: Verizon Wireless
 Term: June 15, 2011 through October 31, 2012
 Control set effective date: December 9, 2011
 Index date: 06/15/2011; https://b2b.verizonwireless.com

ATTACHMENT A
 CONTRACT PRICING
 Rev. 2
 Effective: December 9, 2011

Contract Line Item Number (CLIN)	UNSPSC Code (Version 11)	Supplier Unique Plan ID	Plan Type	Item Description	Unit of Measure	Quantity in Unit of Measure	List Price/MSRP	Contract Unit Price	Contract Discount	* Changes
PLANS										
V001	83111600	85191	Voice	Consumption Plan - No Monthly Access Fee. Anytime Voice Minutes - 6:00 a.m.-9:00 p.m. Monday through Friday Includes national coverage, basic voicemail, caller ID, caller ID blocking, call waiting, domestic long distance, on/off-network domestic roaming, unlimited mobile to mobile, 100 text (SMS/MMS) messages. Unlimited nights and weekend minutes - 9:01 p.m.-5:59 a.m. Monday through Friday; 9:01 p.m. Friday through 5:59 a.m. Monday	Anytime Voice Minutes	N/A	\$ 0.07	\$ 0.06	14%	*
V002	83111600	85192	Voice	Unlimited Plan - Includes national coverage, basic voicemail, caller ID, caller ID blocking, call waiting, domestic long distance, on/off-network domestic roaming, unlimited mobile to mobile, 100 text (SMS/MMS) messages. Unlimited nights and weekend minutes - 9:01 p.m.-5:59 a.m. Monday through Friday; 9:01 p.m. Friday through 5:59 a.m. Monday	Monthly Subscription	Unlimited	\$ 69.99	\$ 54.99	21%	*
D003	83111600	3G - 76509 4G - 84366	Data	Unlimited Wireless Broadband Modem - National coverage	Monthly Subscription	Unlimited	\$ 55.12	\$ 37.99	31%	
FEATURE SUBSCRIPTIONS - ADD TO ABOVE PLANS										
F001	83111600	76231	Voice	Messaging SMS/MMS (text) - Phones Without Camera Feature, Included with voice plans	Messages per month	100	\$ -	\$ -	0%	
F001	83111601	76223	Voice	Messaging SMS/MMS (text / picture / video) - Included with voice plans	Messages per month	100	\$ -	\$ -	0%	
F002	83111600	75102	Voice	Messaging SMS/MMS (text) - Phones Without Camera Feature	Messages per month	300	\$ 3.00	\$ 3.00	0%	
F002	83111601	73234	Voice	Messaging SMS/MMS (text / picture / video)	Messages per month	300	\$ 3.00	\$ 3.00	0%	
F003	83111600	75409	Voice	Messaging SMS/MMS (text) - Phones Without Camera Feature	Messages per month	1000	\$ 10.00	\$ 10.00	0%	
F003	83111601	75420	Voice	Messaging SMS/MMS (text / picture / video)	Messages per month	1000	\$ 10.00	\$ 10.00	0%	
F004	83111600	73907	Voice	Messaging SMS/MMS (text) - Phones Without Camera Feature	Messages per month	Unlimited	\$ 12.00	\$ 12.00	0%	
F004	83111601	75439	Voice	Messaging SMS/MMS (text / picture / video)	Messages per month	Unlimited	\$ 12.00	\$ 12.00	0%	
F005	83111600	68994	Voice	Unlimited Mobile to Mobile - Included with voice plans	Minutes per month	Unlimited	\$ 15.00	\$ -	100%	
F005	83111601	72709	Voice	Unlimited Nights & Weekends - Included with voice plans	Minutes per month	Unlimited	\$ 15.00	\$ -	100%	
F006	83111600	BlackBerry - 73419 PDA/Android - 71855	Data	Domestic Data - BlackBerry/PDA/Android Unlimited Email	Kilobyte per month	Unlimited	\$ 44.99	\$ 24.99	44%	
F007	83111600	73869	Walkie	Push to Talk Enterprise - Walkie Talkie	Minutes per month	Unlimited	\$ 10.00	\$ 10.00	0%	*
F008	83111600	73702	Data	Mobile Broadband Connect - Telnetting	Gigabyte per month	Unlimited	\$ 10.00	\$ 10.00	0%	*

Contract Line Item Number (CLIN)	UNSPSC Code (Version 11)	Supplier Unique Plan ID	Plan Type	Item Description	Unit of Measure	Quantity in Unit of Measure	List Price/MSRP	Contract Unit Price	Contract Discount	* Changes
F009	84131512	75981	Voice/Data/Walkie	Insurance	Monthly Subscription	1	\$ 5.18	\$ 5.18	0%	*
NON-RECURRING CHARGES - ONLY CHARGED WHEN USED										
OPC001	83111502	48676	Voice	International Calling To Canada Landline	International voice minute	1	\$ 0.49	\$ 0.49	0%	
OPC002	83111502	48676	Voice	International Calling To Canada Mobile	International voice minute	1	\$ 0.49	\$ 0.49	0%	
OPC003	83111502	48676	Voice	International Calling To Mexico Landline	International voice minute	1	\$ 0.49	\$ 0.49	0%	
OPC004	83111502	48676	Voice	International Calling To Mexico Mobile	International voice minute	1	\$ 0.65	\$ 0.65	0%	
OPC005	83111505	411 Connect	Voice	Directory Assistance - 411	Call	1	\$ 1.99	\$ 1.25	37%	
OPC006	83111506	68871	Voice	Conference Calling	Call	1	\$ -	\$ -	0%	
OPC007	83111500	68876	Voice	Call Forwarding	Call	1	\$ -	\$ -	0%	
MONTHLY PLAN FEES BELOW WILL BE CHARGED MONTHLY FOR WIRELESS SERVICE PLANS										
MONTHLY PLAN FEES: FIXED										
MPF001	N/A	Admin Charge	Voice/Data/Walkie	Administrative Charge Internet Access - VZW Surcharge	Monthly	1	\$ 0.06	\$ 0.06	0%	
MPF002	N/A	Admin Charge	Voice/Data/Walkie	Administrative Charge Administrative Charge - VZW Surcharge	Monthly	1	\$ 0.83	\$ 0.83	0%	
MPF003	N/A	Admin Charge	Voice/Data/Walkie	Regulatory Charge Internet Access - VZW Surcharge	Monthly	1	\$ 0.02	\$ 0.02	0%	
MPF004	N/A	Regulatory Charge	Voice/Data/Walkie	Regulatory Charge Administrative Charge - VZW Surcharge	Monthly	1	\$ 0.13	\$ 0.13	0%	
MPF005	N/A	Regulatory Charge	Voice/Data/Walkie	Regulatory Charge VOIP Rate - VZW Surcharge	Monthly	1	\$ 0.07	\$ 0.07	0%	
MONTHLY PLAN FEES: PERCENT										
MPF011	N/A	CA State High Cost Fund (A)	Voice/Data/Walkie	CA State High Cost Fund (A) Intrastate Telecommunications	each	1	0.1100%	0.1100%	0%	
MPF012	N/A	CA State High Cost Fund (A)	Voice/Data/Walkie	CA State High Cost Fund (A) Telecommunications	each	1	0.0868%	0.0868%	0%	
MPF013	N/A	CA State High Cost Fund (B)	Voice/Data/Walkie	CA State High Cost Fund (B) Intrastate Telecommunications	each	1	0.4500%	0.4500%	0%	
MPF014	N/A	CA State High Cost Fund (B)	Voice/Data/Walkie	CA State High Cost Fund (B) Telecommunications	each	1	0.3551%	0.3551%	0%	
MPF015	N/A	CA Teleconnect Fund Surcharge	Voice/Data/Walkie	CA Teleconnect Fund Surcharge Intrastate Telecommunications Service	each	1	0.0790%	0.0790%	0%	
MPF016	N/A	CA Teleconnect Fund Surcharge	Voice/Data/Walkie	CA Teleconnect Fund Surcharge Telecommunications Service	each	1	0.0623%	0.0623%	0%	
MPF017	N/A	Fed Universal Service Charge	Voice/Data/Walkie	Federal Universal Service Charge Interstate Telecommunications Service	each	1	12.9000%	12.9000%	0%	
MPF018	N/A	Fed Universal Service Charge	Voice/Data/Walkie	Federal Universal Service Charge Tax On Access Only (Bundles Rate Plans) May Have Maximum	each	1	2.4400%	2.4400%	0%	
MPF019	N/A	Fed Universal Service Charge	Voice/Data/Walkie	Federal Universal Service Charge Telecommunications	each	1	2.6900%	2.6900%	0%	
MPF020	N/A	Fed Universal Service Charge	Voice/Data/Walkie	Federal Universal Service Charge Telecommunications Service VOIP Interstate/International LD Toll	each	1	12.9000%	12.9000%	0%	
MPF021	N/A	Fed Universal Service Charge	Voice/Data/Walkie	Federal Universal Service Charge VOIP Rate	each	1	8.3700%	8.3700%	0%	

Contract Line Item Number (CLIN)	UNSPSC Code (Version 11)	Supplier Unique Plan ID	Plan Type	Item Description	Unit of Measure	Quantity In Unit of Measure	List Price/MSRP	Contract Unit Price	Contract Discount	* Changes
MPF022	N/A	Lifeline Surcharge - CA	Voice/Data/Walkie	Lifeline Surcharge/Telecommunications Service Assistance Surcharge Intrastate Telecommunications Service	each	1	1.1500%	1.1500%	0%	
MPF023	N/A	Lifeline Surcharge - CA	Voice/Data/Walkie	Lifeline Surcharge/Telecommunications Service Assistance Surcharge Telecommunications	each	1	90.7400%	90.7400%	0%	
MPF024	N/A	CA State PUC Fee	Voice/Data/Walkie	State PUC Fee Intrastate Telecommunications Service	each	1	0.1800%	0.1800%	0%	
MPF025	N/A	CA State PUC Fee	Voice/Data/Walkie	State PUC Fee Telecommunications	each	1	0.1420%	0.1420%	0%	
MPF026	N/A	CA Relay Service/Comm Device Fund	Voice/Data/Walkie	CA Relay Service/Communication Device Fund	each	1	0.2000%	0.2000%	0%	
MPF027	N/A	CA Relay Service/Comm Device Fund	Voice/Data/Walkie	State USF3 - CA Relay Service/Communication Device Fund Telecommunications	each	1	0.1578%	0.1578%	0%	
ONE TIME FEES - NO CHARGE EXCEPT AS NOTED*										
OTF001	N/A	One Time Fee	Voice/Data/Walkie	Activation Fees	each	1	\$ -	\$ -	0%	
OTF002	N/A	One Time Fee	Voice/Data/Walkie	Suspension Fees	each	1	\$ -	\$ -	0%	
OTF003	N/A	One Time Fee	Voice/Data/Walkie	Re-Activation Fees	each	1	\$ -	\$ -	0%	
OTF004	N/A	One Time Fee	Voice/Data/Walkie	Early Termination Fees	each	1	\$ -	\$ -	0%	
OTF005	N/A	One Time Fee	Voice/Data/Walkie	Late Payment Fees	each	1	\$ -	\$ -	0%	
OTF006	N/A	One Time Fee	Voice/Data/Walkie	ESN Change Fee (Electronic Serial Number)	each	1	\$ -	\$ -	0%	
OTF007	N/A	One Time Fee	Voice/Data/Walkie	MDN Change Fee (Mobile Directory Number)	each	1	\$ -	\$ -	0%	
OTF008	N/A	One Time Fee	Voice/Data/Walkie	MDN Transfer Fee (Mobile Directory Number)	each	1	\$ -	\$ -	0%	
OTF009	N/A	One Time Fee	Voice/Data/Walkie	Service Reconnect Fee	each	1	\$ -	\$ -	0%	
OTF010	N/A	One Time Fee	Voice/Data/Walkie	Upgrade Fee	each	1	\$ -	\$ -	0%	
OTF011	N/A	One Time Fee	Voice/Data/Walkie	Restocking Fee- See Contract User Instructions, Article 23, Damaged, Defective, and Items Shipped in Error	each	1	\$ -	\$ -	0%	
OTF012	N/A	One Time Fee	Voice/Data/Walkie	Restocking Fee* - See Contract User Instructions, Article 23, Damaged, Defective, and Items Shipped in Error	each	1	\$ -	\$ -	0%	
OTF013	N/A	One Time Fee	Voice/Data/Walkie	Shipping Fee	each	1	\$ -	\$ -	0%	
OTF014	N/A	One Time Fee	Voice/Data/Walkie	Insurance Deductible* - Varies	each	1	\$ -	\$ -	0%	

ATTACHMENT A
CONTRACT PRICING
 Rev. 2
 Effective: December 9, 2011

Contract Name: Wireless Services & Equipment
Contract Number: 7-10-70-16
Supplier: Verizon Wireless
Term: June 15, 2011 through October 31, 2012
Control set effective date: December 9, 2011
Index date: 06/15/2011: https://b2b.verizonwireless.com

Segment ID/Category	UNSPSC Code (Version 11)	Product Type	Unit of Measure	Quantity in Unit of Measure	Contract Discount	* Changes
G	43191501	FREE Voice Handset	1	1	100%	
G	43191501	FREE Smartphone	1	1	100%	
G	43191501	FREE Walkie Talkie	1	1	100%	
G	43191501	FREE Wireless Broadband Modem	1	1	100%	
A	43191501	Voice Handset With Service	1	1	40%	
A	43191501	Smartphone With Service	1	1	40%	
A	43191501	Walkie Talkie With Service	1	1	40%	
C	43222628	Wireless Broadband Modem With Service	1	1	40%	
D	43191501	Voice Handset Without Service	1	1	0%	
D	43191501	Smartphone Without Service	1	1	0%	
D	43191501	Walkie Talkie Without Service	1	1	0%	
F	43222628	Wireless Broadband Modem Without Service	1	1	0%	
FREE ACCESSORIES INCLUDED WITH ALL HANDSETS						
H	43191600	FREE Battery for Each Handset Offered	1	1	0%	
H	43191600	FREE A/C Desk Charger For Each Handset Offered	1	1	0%	
H	43191600	FREE Hands-Free Headset for Each Handset Offered	1	1	100%	
ALL OTHER ACCESSORIES AVAILABLE IN CONTRACTOR'S CATALOG						
B	43191501	Accessories with Service	1	1	25%	
E	43191501	Accessories without Service	1	1	25%	

WIRELESS SERVICE PLAN COST COMPARISON

PLANS

Contract Line Item # (CLIN)	Account Coverage	Plan Type	Plan Name	SPRINT 7-10-15	AT&T 7-11-17	VERIZON 7-10-16
V001	National	Voice	Consumption Plan	\$0.00	\$0.00	\$0.00
V002	National	Voice	Unlimited Plan	\$14.99	\$14.99	\$14.99
V003	National	Call	Unlimited International Minutes	\$17.99	\$17.99	\$17.99

INCLUDED FEATURES

Contract Line Item # (CLIN)	Account Coverage	Plan Type	Plan Name	Feature												
V001	National	Voice	Consumption Plan	X	X	X	X	X	X	X	X	X	X	X	X	X
V002	National	Voice	Unlimited Plan	X	X	X	X	X	X	X	X	X	X	X	X	X

* Included with AT&T & Verizon voice plans. Included with Sprint & T-Mobile unlimited voice plan only.

FEATURE SUBSCRIPTIONS

Contract Line Item # (CLIN)	Feature Name	Column 3 SPRINT 7-10-15	Column 4 T-MOBILE 7-11-17	Column 5 AT&T 7-11-17	Column 6 VERIZON 7-10-16
F001	Messaging SMS/MMS (text/picture/video)-100	\$0.00	\$0.00	\$0.00	\$0.00
F002	Messaging SMS/MMS (text/picture/video)-300	\$2.00	\$4.29	\$3.00	\$3.00
F003	Messaging SMS/MMS (text/picture/video)-1000	\$4.00	\$8.60	\$5.00	\$5.00
F004	Messaging SMS/MMS (text/picture/video)-Unlimited	\$7.00	\$9.60	\$8.00	\$12.00
F005	Unl. Mobile to Mobile & Unl. Nights/Weekends	\$4.99	\$4.24	\$0.00	\$0.00
F006	Domestic Data (Smartphone/BlackBerry/PDA)	\$20.00	\$17.19	\$23.40	\$24.99
F007	Walkie Talkie	\$5.00	\$8.00	\$5.00	\$10.00
F008	Tethering - use of a mobile device with Internet access to serve as an Internet gateway or access point for other devices	\$7.00	\$12.89	\$5.00	\$10.00
F009	Insurance	\$7.00	\$4.79	\$4.99	\$5.18

NON-RECURRING CHARGES

Contract Line Item # (CLIN)	Cost Category	Column 3 SPRINT 7-10-15	Column 4 T-MOBILE 7-11-17	Column 5 AT&T 7-11-17	Column 6 VERIZON 7-10-16
OPC001	Voice only	\$0.59	\$0.09	\$0.19	\$0.49
OPC002	Voice only	\$0.59	\$0.09	\$0.19	\$0.49
OPC003	Voice only	\$0.67	\$0.05	\$0.09	\$0.49
OPC004	Voice only	\$0.67	\$0.25	\$0.49	\$0.65
OPC005	Voice only	\$1.79	\$1.79	\$1.99	\$1.25
OPC006	Voice only	\$0.00	\$0.00	\$0.00	\$0.00
OPC007	Voice only	\$0.20	\$0.00	\$0.00	\$0.00

TIME PERIOD DEFINITIONS

Contract Line Item # (CLIN)	Time Period	Column 3 SPRINT 7-10-15	Column 4 T-MOBILE 7-11-17	Column 5 AT&T 7-11-17	Column 6 VERIZON 7-10-16
V001	Unlimited Plan	Unlimited Plan	Unlimited Plan	Unlimited Plan	Unlimited Plan
V002	Unlimited Plan	Unlimited Plan	Unlimited Plan	Unlimited Plan	Unlimited Plan
V003	Unlimited International Minutes	Unlimited International Minutes	Unlimited International Minutes	Unlimited International Minutes	Unlimited International Minutes

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
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. Chaparro, Irene	Opportunity Asst	Retirement	05/20/1997	06/19/2015
2. Daniel, Traci	IF-Sp Ed	Voluntary	09/04/2014	02/25/2015
3. Domenichini, Cathy	Sub Inst Asst	Personal	09/19/2007	02/20/2015
4. Dwyer, Julie	FS Worker	Relocation	03/15/2014	03/13/2015
5. Fait, Martina	Sub Student Supvr	Personal	03/28/2012	02/27/2015
6. Hyman, Gwen	ASB Worker	Other Employment	08/30/2010	09/30/2013
7. Jones, Russell	ASB Worker	Voluntary	02/24/2012	01/30/2015
8. Kennemur, Kelli	Sub Bus Driver	District Initiated	12/11/2014	02/12/2015
9. Leindecker, Nancy	Account Tech II	Retirement	03/07/2002	04/11/2015
10. Moreno, Leticia	Sub FS Worker	Voluntary	09/26/2013	02/17/2015
11. Radomski, Magdalena	LVN	Voluntary	10/08/2014	03/10/2015
12. Sap, Chris	LVN	Other Employment	10/23/2014	03/17/2015
13. Taslakyan, Satenik	Sub FS Worker	Voluntary	04/14/2014	02/24/2015
14. Tullie, Carol	Testing Asst	Voluntary	09/02/2008	02/20/2015

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Garrison, Mark	Custodian I (12mo/40hpw)	\$16.33 hr	R26-1	03/12/2015
16. Pinedo, Olga	Custodian I (12mo/40hpw)	\$16.33 hr	R26-1	03/12/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Takorian, Deborah	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	03/12/2015
18. Vivas, Margarita	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	03/12/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Arandia, Alfredo	Custodian	\$16.33 hr	R26-1	03/12/2015
20. Bacinska, Valeria	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/25/2015
	IF-Sp Ed	\$14.79 hr	R22-1	
21. Binkerd, Susan	Executive Secretary	\$208.98 Per Diem	CONF R25-1	03/05/2015
22. Brooker, Janelle	IF-Sp Ed	\$14.79 hr	R22-1	03/12/2015
23. Gonzalez, Vanessa	Student Supvr	\$10.00 hr		03/12/2015
24. Herr, Cheryl	Student Supvr	\$10.00 hr		03/12/2015
25. Mansour, Amira	Student Supvr	\$10.00 hr		03/12/2015
26. Mormile, Melissa	FS Worker	\$12.14 hr	R14-1	03/12/2015
27. Naeinian, Mahnaz	Student Supvr	\$10.00 hr		03/12/2015
28. Richens, Ariane	Caregiver	\$13.74 hr	R19-1	02/06/2015
29. Stayberg, Brittany	Inst Asst-Sp Ed	\$14.08 hr	R20-1	02/24/2015
30. Stevenson, Christina	Student Supvr	\$10.00 hr		03/12/2015
31. Van Zateen, Jody	Student Supvr	\$10.00 hr		03/12/2015
32. Villar, Denise	Student Supvr	\$10.00 hr		03/12/2015
33. Vivas, Margarita	Blngl Comm Svcs Liaison	\$15.16 hr	R23-1	03/12/2015

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
34. Bahena, Isabel	Student Worker	\$9.00 hr	02/09/2015- 06/30/2015
35. Delfs, Ruth	Human Resources Spec	\$266.40 Per Diem	03/02/2015- 06/22/2015
36. Griffin, Madelyn	Confidential Secretary	\$294.06 Per Diem	03/02/2015- 06/22/2015
37. Ohmer, Mitchell	Student Worker	\$9.00 hr	02/17/2015- 06/30/2015

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Albert, Crystal	Softball, Varsity (Asst)	San Clemente HS	\$ 3,081.00	02/16/2015- 05/15/2015
39. Anderson, Marc	Lacrosse, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,301.00	03/01/2015- 05/08/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
40. Brown, Rich	Wrestling, Varsity (Asst)	San Clemente HS	\$ 2,641.00	11/10/2014- 01/31/2015
41. Cota, Chris	Track, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	02/23/2015- 04/30/2015
42. Dickman, Jack	Swim, Boys' (Asst)	Dana Hills HS	\$ 2,641.00	02/14/2015- 05/08/2015
43. Donnels, Chris	Baseball, Varsity (Asst)	Dana Hills HS	\$ 3,081.00	02/16/2015- 05/15/2015
44. Fenton II, Richard	Track, Girls' (Asst)	San Clemente HS	\$ 2,641.00	02/16/2015- 05/08/2015
45. Iltis, Chris	Lacrosse, Boys' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2015- 04/30/2015
46. Ladd, Ashley	Swimming, Girls' Varsity (Asst)	San Clemente HS	\$ 2,641.00	02/16/2015- 05/08/2015
47. Malcolm, William	Softball, Varsity (Head)	San Clemente HS	\$ 3,521.00	02/16/2015- 05/15/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
48. Anderson, Dyanne	Soccer, Girls' Varsity (Asst)	Dana Hills HS	\$ 264.10	02/16/2015
49. Arneson, Jim	Basketball, Girls' Varsity (Head)	Tesoro HS	\$ 352.10	02/15/2015
50. Beeler, Chad	Water Polo, Girls' Varsity (Asst)	Dana Hills HS	\$ 264.10	02/16/2015
51. Burns, Lacy	Basketball, Girls' Varsity (Head)	San Clemente HS	\$ 352.10	02/12/2015
52. Deverrick, George	Soccer, Girls' Varsity (Head)	Tesoro HS	\$ 330.10	02/15/2015
53. Fasola, Pattie	Cross Country, Girls' Varsity (Head)	Tesoro HS	\$ 165.05	11/23/2014
54. Hernandez, Felix	Soccer, Boys' Varsity (Asst)	San Clemente HS	\$ 264.10	02/13/2015
55. Morishima, Nikki	Basketball, Girls' Varsity (Asst)	Tesoro HS	\$ 308.10	02/15/2015
56. Parks, Josh	Basketball, Boys' Varsity (Asst)	Tesoro HS	\$ 308.10	02/15/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Powell, C. Logan	Water Polo, Varsity (Head)	San Clemente HS	\$ 330.10	02/12/2015
58. Richter, Jessica	Basketball, Girls' Varsity (Asst)	San Clemente HS	\$ 308.10	02/12/2015
59. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	\$ 330.10	02/16/2015
60. Webster, Britney	Soccer, Girls' Varsity (Asst)	Tesoro HS	\$ 264.10	02/15/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
61. Barker, Leonardo	Football, (Asst)	San Clemente HS	\$ 1,375.00	02/03/2015- 04/04/2015
62. Bauicchi, Brian	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/16/2015- 05/15/2015
63. Berry, James	Football, Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	02/23/2015- 05/15/2015
64. Comiskey, William	Lacrosse, Boys' (Asst)	San Clemente HS	\$ 3,000.00	02/16/2015- 05/15/2015
65. Degelsmith, Daylen	Swim, Girls' (Asst)	Tesoro HS	\$ 2,640.54	02/28/2015- 05/08/2015
66. Esquibel, Steve	Baseball	Dana Hills HS	\$ 2,000.00	12/01/2014- 02/13/2015
67. Flores, Mario	Track, (Asst)	San Clemente HS	\$ 2,300.00	02/16/2015- 05/08/2015
68. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/16/2015- 05/15/2015
69. Hamilton, Corey	Lacrosse, Boys' (Asst)	San Clemente HS	\$ 3,000.00	02/16/2015- 05/15/2015
70. Henderson, Zachary	Lacrosse, Boys' Frosh/Soph (Head)	Aliso Niguel HS	\$ 3,000.00	02/09/2015- 05/08/2015
71. Jocham, Mark	Lacrosse, Girls' (Asst)	Aliso Niguel HS	\$ 2,600.00	02/09/2015- 05/08/2015
72. Johnson, Jesika	Softball, (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015- 05/08/2015
73. Kiskadden, Kelly	Track, (Asst)	Aliso Niguel HS	\$ 1,800.00	02/09/2015- 05/08/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified 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>
74. Kordich, Adam	Baseball	Dana Hills HS	\$ 2,000.00	12/01/2014-02/13/2015
75. Leslie, Lauren	Soccer, Girls' (Asst)	San Clemente HS	\$ 800.00	02/10/2015-06/30/2015
76. Mark, Joe	Wrestling, (Asst)	San Clemente HS	\$ 3,000.00	11/10/2014-01/31/2015
77. McMichael, Steven	Baseball, Freshman (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015-05/14/2015
78. Meastas, Brock	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/16/2015-05/15/2015
79. Michaelis, Warren	Baseball, (Asst)	San Clemente HS	\$ 1,000.00	02/16/2015-05/15/2015
80. Montgomery, Anthony	Drum Coach	San Clemente HS	\$ 500.00	01/05/2015-06/19/2015
81. Morales, Kara	Lacrosse, Girls' (Asst)	Aliso Niguel HS	\$ 1,500.00	02/09/2015-05/08/2015
82. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$ 2,200.00	02/16/2015-05/15/2015
83. Pender, Sam	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	08/28/2014-11/07/2014
			\$ 3,080.00	11/24/2014-02/13/2015
84. Quiggle, Casey	Volleyball, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015-05/08/2015
85. Raphael, Taylor	Basketball, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014-07/31/2014
			\$ 3,080.00	11/24/2014-02/13/2015
86. Reeder, Neil	Baseball, JV (Asst)	Aliso Niguel HS	\$ 500.00	02/09/2015-05/14/2015
87. Schwied, Emma	Surfing, (Asst)	Aliso Niguel HS	\$ 600.00	02/09/2015-06/10/2015
88. Scudder, Judith	Physical Education	San Clemente HS	\$ 1,000.00	01/06/2015-03/15/2015
89. Taylor, Chelsea	Track, (Asst)	San Clemente HS	\$ 700.00	02/16/2015-05/08/2015
90. Tintle, Nick	Lacrosse, Boys' (Asst)	Tesoro HS	\$ 2,500.00	02/28/2015-05/15/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified 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>
91. Troiano, Kyle	Swim, Girls' (Asst)	Tesoro HS	\$ 2,640.54	02/28/2015- 05/08/2015
92. Verwayne, Brandon	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	03/01/2015- 05/08/2015
	Baseball, Varsity (Asst)		\$ 2,500.00	03/01/2015- 05/08/2015
93. Williamson, Wayne	Track, (Asst)	Aliso Niguel HS	\$ 2,300.00	02/09/2015- 05/08/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
94. Metcalf, Justice	Custodian I (12mo/40hpw)	\$16.33 hr	R26-1	03/12/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
95. Flor, Grecia	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	03/12/2015
96. Gomez, Lydia	Blngl District Receptionist (12mo/35hpw)	\$16.33 hr	R26-1	03/23/2015
97. Gray, Montse	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	03/12/2015
98. Koerner, Abby	Inst Asst-Computer Lab (9.5mo/15hpw)	\$13.74 hr	R19-1	03/12/2015
99. Manalian, Molina	Blngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	03/12/2015
100. Miranda, Rachel	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	03/12/2015
101. Partridge, Kaylee	Inst Asst-Presch (9.5mo/10.5hpw)	\$15.16 hr	R23-1	03/12/2015
102. Rice, Robin	Inst Asst-Science (9.5mo/17.5hpw)	\$13.74 hr	R19-1	03/12/2015
103. Wheaton, Araceli	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	03/12/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
104. Barnar, Zeynep	Inst Asst-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/30hwp)	R22-2	03/12/2015
105. Bonnin, Jill	Inst Asst-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/32.5hwp)	R22-2	03/12/2015
106. Cloven, Leigh	FS Worker (9.5mo/30hwp)	Lead FS Worker I (Temp/35hwp)	R23-5	03/02/2015- 03/31/2015
107. Danna, Angela	IF-Sp Ed (9.5mo/32.5hwp)	Sch Clerk II (10.5mo/40hwp)	R25-3	03/18/2015
108. Hammond, Darcy	IF-Sp Ed (9.5mo/30hwp)	IBI Asst Tutor (12mo/40hwp)	R24-3	03/12/2015
109. Kane, Patti	Attendance Clerk (10.5mo/40hwp)	Account Clerk II (12mo/40hwp)	R29-6	03/12/2015
110. Montes, Richard	Groundskeeper (12mo/40hwp)	Lead Groundskeeper (Temp/40hwp)	R37-4	02/06/2015- 03/31/2015
111. Singleton-Tademy, Ann	Senior Staff Secretary (12mo/40hwp)	Executive Secretary (Temp/40hwp)	CONF R25-1	03/12/2015
112. Stevenson, Carol	Intermediate Office Asst (12mo/40hwp)	Sch Secretary II (10.5mo/40hwp)	R29-4	03/12/2015
113. Villanueva, Ricardo	Custodian I (12mo/40hwp)	Custodian II (Temp/40hwp)	R28-2	02/09/2015- 02/27/2015

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
114. Doering, Kim	IF-Sp Ed (9.5mo/30hwp)	IF-Sp Ed (9.5mo/35hwp)	R22-10	03/12/2015
115. Farias, Maribel	IF-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/30hwp)	R22-2	03/12/2015
116. Keyte, Gabrille	IF-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/30hwp)	R22-2	03/12/2015
117. Martinez, Jennifer	IF-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/30hwp)	R22-6	03/12/2015
118. McCullough, Roselle	IF-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/35hwp)	R22-3	03/12/2015
119. Paulsen, Andrea	IF-Sp Ed (9.5mo/17.5hwp)	IF-Sp Ed (9.5mo/32.5hwp)	R22-10	03/12/2015
120. Umana, Barbara	IF-Sp Ed (9.5mo/30hwp)	IF-Sp Ed (9.5mo/32.5hwp)	R22-6	03/12/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
121. Dack, Carla	IF-Sp Ed TAA NTE 5 hrs (Provide supplemental support)	09/04/2014- 01/29/2015
122. Gutierrez, Nora	Elem Sch Library Tech TAA NTE 20 hrs (Input new books, repair books, and take out old books)	03/01/2015- 06/19/2015
123. Heesch, Jennifer	Presch Site Facilitator TAA NTE 20 hrs (Attend IEP meetings)	02/02/2015- 06/30/2015
124. Hernandez, Adelina	Student Supvr TAA NTE 10 hrs (Supervise students)	02/01/2015- 06/24/2015
125. Mar, Araceli	Blngl Clerk TAA NTE 50 hrs (Order, organize, and process Title I school materials and orders)	02/20/2015- 06/19/2015
126. Miranda, Christine	Inst Asst-Sp Ed TAA NTE 20 hrs (Assist with after school intervention class)	01/12/2015- 05/06/2015
127. Spencer, Sandra	IF-Sp Ed TAA NTE 30 hrs (Provide locker room coverage)	02/02/2015- 06/19/2015
128. Stocksdale, Carol	Inst Asst-Science TAA NTE 26 hrs (Assist with Moulton's Science Week events)	03/01/2015- 04/15/2015
129. Torres, Rocio	Blngl Comm Svcs Liaison TAA NTE 4 hrs (Assist with McKinney Vento program)	02/11/2015

**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>
130. Franke, Karen	MS Campus Supvr (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-15	02/01/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Classified Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
131. Baker, Victoria	Inst Asst-Sp Ed	Student Teaching	02/23/2015- 05/08/2015
132. Doyer, Danny	Inst Asst-Sp Ed	Student Teaching	02/23/2015- 05/08/2015
133. Gabold, Ginger	IF-Sp Ed	Personal	02/18/2015- 08/09/2015
134. Hadley, Jamie	Theater Tech	Long Term Sub Assignment	04/13/2015- 06/19/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated 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. Aimes, Karen	Substitute Teacher	District Initiated	03/06/2010	02/25/2015
2. Ausseresses, Ashley	Substitute Psychologist	District Initiated	10/09/2012	02/25/2015
3. Baltazar Jr., Richard	Substitute Teacher	District Initiated	03/28/2013	02/25/2015
4. Baran, Joseph	Substitute Teacher	District Initiated	03/13/2014	02/25/2015
5. Borucki, Norman	Substitute Teacher	District Initiated	02/10/2004	02/25/2015
6. Bujold, Allison	Substitute Teacher	District Initiated	01/09/2014	02/25/2015
7. Bullock, Gina	Substitute Teacher	District Initiated	03/27/2014	02/25/2015
8. Carroll, Fiona	Substitute Teacher	District Initiated	05/15/2012	02/25/2015
9. Cash, Jesse	Substitute Teacher	District Initiated	05/15/2014	02/25/2015
10. Castro, Elizabeth	Substitute Teacher	District Initiated	10/10/2013	02/25/2015
11. Chang, Sarah	Substitute Teacher	District Initiated	09/12/2013	02/25/2015
12. Chinai, Santosh	Substitute Teacher	District Initiated	10/10/2013	02/25/2015
13. Clayton, Kiri	Substitute Teacher	District Initiated	06/12/2014	02/25/2015
14. Deleon, Eleanor	Substitute Teacher	District Initiated	10/10/2012	02/25/2015
15. Dietz, Carlene	Substitute Teacher	District Initiated	10/31/2011	02/25/2015
16. Firks, Marjorie	Substitute Teacher	District Initiated	04/22/2008	02/25/2015
17. Fischer, Kylie	Substitute Teacher	District Initiated	07/01/2011	02/25/2015
18. Fisher, Alexander	Substitute Teacher	District Initiated	09/12/2013	02/25/2015
19. Gaedicke, Rhonda	Substitute Teacher	Voluntary	09/12/2013	09/20/2015
20. Garwood, Sylvia	Substitute Teacher	District Initiated	11/07/2013	02/25/2015
21. Gazdayka, Megan	Substitute Teacher	District Initiated	05/15/2012	02/25/2015
22. Glynn-Litman, Kay	Substitute Teacher	District Initiated	04/25/2013	02/25/2015
23. Gudowski, Serge	Substitute Teacher	District Initiated	03/14/2013	02/25/2015
24. Haffar, Nadine	Substitute Teacher	District Initiated	04/24/2014	02/25/2015
25. Hendron, Laurie	Substitute Teacher	District Initiated	09/21/2000	02/25/2015
26. Hollis, Tricia	Substitute Teacher	District Initiated	03/14/2013	02/25/2015
27. Hucko, Stacy	Substitute Teacher	District Initiated	03/27/2014	02/25/2015
28. Inducil, Glen	Substitute Teacher	District Initiated	10/24/2013	02/25/2015
29. Kendrick, Pauline	Substitute Teacher	District Initiated	09/25/2012	02/25/2015
30. Kim, Ann	Substitute Teacher	District Initiated	05/23/2013	02/25/2015
31. Knauf, Julie	Substitute Teacher	District Initiated	10/10/2013	02/25/2015
32. Kosaka, Catherine	Substitute Teacher	District Initiated	04/24/2014	02/25/2015
33. Larsen, Leah	Substitute Teacher	Personal	11/13/2014	02/23/2015
34. Levens, Patrick	Substitute Teacher	Personal	11/30/2009	02/27/2015
35. Lieu, Elaine	Substitute Teacher	District Initiated	06/24/2002	02/25/2015
36. Lloyd, Anya	Substitute Teacher	District Initiated	11/07/2013	02/25/2015
37. Luhrs, Stacy	Substitute Teacher	District Initiated	09/12/2013	02/25/2015
38. Macwilkinson, Amy	Substitute Teacher	District Initiated	01/15/2013	02/25/2015
39. Mallory, Natasha	Substitute Teacher	District Initiated	06/27/2013	02/25/2015
40. Markle, Linsey	Substitute Teacher	District Initiated	09/12/2013	02/25/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont'd)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
41. Martinez, Edmund	Substitute Teacher	District Initiated	01/21/2011	02/25/2015
42. Matijevich, Brittany	Substitute Teacher	District Initiated	05/15/2012	02/25/2015
43. Michel, Marcia	Substitute Teacher	District Initiated	07/26/2011	02/18/2016
44. Miller, Tess	Substitute Teacher	District Initiated	09/12/2013	02/25/2015
45. Moe, Robert	Substitute Teacher	District Initiated	03/13/2014	02/25/2015
46. Mosley, Susan	Substitute Teacher	District Initiated	10/13/2011	02/25/2015
47. Muniz, Scott	Substitute Teacher	District Initiated	09/12/2013	02/25/2015
48. Namazi, Nushin	Substitute Teacher	District Initiated	04/25/2013	02/17/2015
49. Oakson, Leanne	Substitute Teacher	District Initiated	10/12/2011	02/25/2015
50. Ontiveros, Cassandra	Substitute Teacher	District Initiated	10/10/2013	02/25/2015
51. Paisley, Tammie	Substitute Teacher	District Initiated	04/24/2014	02/25/2015
52. Paule, Marisa	Substitute Teacher	District Initiated	03/14/2013	02/25/2015
53. Perkins, Christina	Substitute Teacher	District Initiated	03/16/2010	02/25/2015
54. Pyle, Jennifer	Substitute Teacher	District Initiated	03/14/2013	02/25/2015
55. Raby, Kelly	Substitute Teacher	District Initiated	03/13/2014	02/25/2015
56. Reichert, Rae	Substitute Teacher	District Initiated	06/12/2014	02/25/2015
57. Riley, Chelsea	Substitute Teacher	District Initiated	03/14/2013	02/25/2015
58. Rivello, Briana	Substitute Teacher	District Initiated	04/24/2014	02/25/2015
59. Roozbeh, Zohreh	Substitute Teacher	District Initiated	02/14/2012	02/25/2015
60. Sherman, Dana	Substitute Teacher	District Initiated	08/29/2007	02/25/2015
61. Silverman, Bonnie	Substitute Teacher	District Initiated	10/28/2009	02/25/2015
62. Slater, Martin	Substitute Teacher	District Initiated	04/24/2014	02/25/2015
63. Smith, John	Substitute Teacher	District Initiated	03/27/2014	02/25/2015
64. Solarczyk-Riyhani, Evelyn	Substitute Teacher	District Initiated	06/13/2011	02/25/2015
65. Sonnenberg, April	Substitute Teacher	District Initiated	01/07/2010	02/25/2015
66. Stigall, Cami	Substitute Teacher	District Initiated	03/13/2014	02/25/2015
67. Stough, Corey	Substitute Teacher	District Initiated	01/09/2014	02/25/2015
68. Ulnick, Carole	Substitute Teacher	Relocation	05/15/2012	03/03/2015
69. Veitch, Christopher	Substitute Teacher	District Initiated	12/11/2012	02/25/2015
70. Vicente, April	Substitute Teacher	District Initiated	09/25/2012	02/25/2015
71. Walker, Michelle	Substitute Teacher	Voluntary	03/13/2014	02/20/2015
72. Watkins, Pamela	Principal	Retirement	09/30/1985	06/30/2015
73. Weingart, Constance	Substitute Teacher	District Initiated	10/10/2013	02/25/2015
74. Worthington, Arielle	Substitute Teacher	District Initiated	11/15/2012	02/25/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

75. Kauo, Joseph	79. Powell, Brooke
76. Langley, Sue	80. Ridley, Jeffrey
77. Lovett, Teresa	81. Rivadeneyra, Mark
78. McFaul, Maribeth	

APPROVE ADULT EDUCATION ADDITIONAL ASSIGNMENTS

Pay @ \$32.00 per hour

82. Cadieux, Jan	83. Dollar, Christopher
------------------	-------------------------

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

84. Arambula, Matthew	91. Migliore, Regina
85. Arnold, Jeannine	92. Mossmari, Keliana
86. Bensley, Jeff	93. Nathanson, Nicole
87. Copley, Hannah	94. Skelton, Shannon
88. Hampton-Meehan, Brook	95. Strukoff, Rudolf
89. Highley, Janine	96. Wilmer, Christina
90. Johnson, Shawn	97. Yoo, Hayoung

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>
98. Riggs-Zeigen, Lavonne	Teacher	\$48,899	A-1	03/12/2015

APPROVE 6/5th ASSIGNMENT 2nd SEMESTER

Not to exceed \$19,800.00 for 6/5ths section

99. Cunningham, Craig	105. Soto, Kenneth
100. Davey, John	106. Wehunt-Gibson, Christine
101. Famalette, Dwyann	107. Wilson, Jo Marie
102. Greenfield, Sherry	108. Wright, Cyndi
103. Jerome, Jacob	109. Zerrer, Anthony
104. Mayer, Mariah	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
110. Hatchel, Julie	Assistant Superintendent, Elementary Education	Assistant Superintendent, Communications/Community Relations	02/23/2015
111. Mazzaro-LeFever, Jill	Teacher	ETAP I	09/02/2014- 06/22/2015
112. Petzold, Dionne	Teacher	ETAP I	09/02/2014- 06/22/2015
113. Schwartz, Jenifer	Teacher	ETAP I	09/02/2014- 06/22/2015
114. Slipakoff, Robyn	Speech Pathologist-60%	Speech Pathologist-80%	02/02/2015

APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
115. LePatner, Michelle	Assistant Superintendent- Secondary Education	\$145,646	Assistant Superintendent- Educational Services PK-12	\$160,574	03/12/2015

APPROVE ADDITIONAL ASSIGNMENTS

Professional Development for Common Core & Technology – Castille Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

02/10/2015-06/20/2015

116. Atencio, Caitie	129. McPherson, Kathy
117. Brooks, Teresa	130. Puccio, Lisa
118. Chapman, Anne	131. Regan, Alison
119. Collins, Kathleen	132. Rinke, Angela
120. Devine, Stephanie	133. Rondeau, Heidi
121. Evans, Stuart	134. Rucker, Michelle
122. Gebert, Betty	135. Sadler, Rachel
123. Giacchino, Cori	136. Shaler, Barbi
124. Gruenewald, Eric	137. Smiggs, Donna
125. Josephson, Shonna	138. Taglieri, Christine
126. Kaup, Karen	139. Weber, Pam
127. Lane, LuAnn	140. Werthmuller, Kelly
128. Logan, Traci	141. Wolbrink, Barbara

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Team Leadership for Second Grade – Del Obispo Elem
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
02/11/2015-06/25/2015

142. Wade, Natalie

After School Intervention Classes – Del Obispo Elem
Not to exceed 32 hours instructional pay @ \$35.00 per hour
02/11/2015-06/19/2015

143. Lukens, Cynthia

To Prepare for MIND Institute Music Program – Marblehead Elem
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
02/03/2015-06/19/2015

144. Atchue, Jennifer

To Support Parent Involvement in Children's Learning of Math Concepts – Marblehead Elem
Not to exceed 2 hours instructional pay @ \$35.00 per hour
01/29/2015

145. Dewitt Fleischman, Mary

147. Nusenow, Kristina

146. McGaffin, Jan

To Prepare for Read Naturally Live Program for EL Students – Oak Grove Elem
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
02/12/2015-06/19/2015

148. Elliott, Christopher

149. Johnson, Robert

Read Naturally Live Program for EL Students – Oak Grove Elem
Not to exceed 42 hours instructional pay @ \$35.00 per hour
02/12/2015-06/19/2015

150. Elliott, Christopher

151. Johnson, Robert

To Attend After School Assessment Item Bank Training – R.H. Dana Elem
Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
01/07/2015

152. Pitkin, Bonny

To Plan & Collaborate with Grade Level Colleagues – R.H. Dana Elem
Not to exceed 2.5 hours non-instructional pay @ \$30.00 per hour
02/02/2015-02/27/2015

153. Iles, Mary

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Provide Additional Instructional Support to Students – San Juan Elem

Not to exceed 30 hours instructional pay @ \$35.00 per hour
02/11/2015-06/19/2015

154. Vidales, Mucio

Homework Club – Newhart MS

Not to exceed 8 hours instructional pay @ \$35.00 per hour
02/25/2015-04/01/2015

155. Wright, Vanessa

Math Tutorial – Shorecliffs MS

Not to exceed 8 hours instructional pay @ \$35.00 per hour
03/04/2015-06/22/2015

156. McManigal, Antoinette

To Attend Google Classroom/Chromebook Training – Aliso Niguel HS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
01/27/2015-02/11/2015

157. McGinity, Cathy

To Develop Common Core Unit in Algebra II on Logarithms – Aliso Niguel HS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
01/15/2015-02/01/2015

158. Fowler, Diane

159. Kempia, Carol

Common Core Release Time – Capistrano Valley HS

Non to exceed 1.5 hours non-instructional pay @ \$30.00 per hour
11/03/2015-01/12/2015

160. Addison, Chad

167. Miller, Teresa

161. Athalye, Aruna

168. Ridill, Bruce

162. Grabowski, Michael

169. Roach, Christine

163. Harrington, Candice

170. Shinavar, Amanda

164. Kearsley, John

171. Tribe, Joshua

165. Kubba, Dina

172. York, Mark

166. Marzolo, Gary

173. Zeller, Joseph

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour
01/24/2015

174. Williamson, Jacob

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Professional Development for Social Science & At Risk Students – Tesoro HS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

02/24/2015

- | | |
|-------------------------|-------------------------|
| 175. Berkenkotter, Kurt | 182. Polk, Rich |
| 176. Brail, Rick | 183. Rasic, Dianne |
| 177. Chance, Peter | 184. Seale, John David |
| 178. Dyer, Blair | 185. Thompson, Laura |
| 179. Gibson, Michael | 186. Woodward, Jennifer |
| 180. Harnett, Patrick | 187. Woodward, Richard |
| 181. Picazo, Robert | |

Oral Bilingual Proficiency Assessments
of Recruitment Candidates – Education Division

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour

01/26/2015-06/30/2015

- | | |
|----------------------------|---------------------|
| 188. Ng, Angela | 190. Sweeny, Lorena |
| 189. Sola Pelzel, Brittany | |

EL Advisor – Education Division

Not to exceed 120 hours non-instructional pay @ \$30.00 per hour

01/03/2015-06/25/2015

191. Shea, Dawn

Developing Curriculum Guides – Education Division

Not to exceed 7 hours non-instructional pay @ \$30.00 per hour

02/01/2015-03/05/2015

- | | |
|---------------------------|--------------------|
| 192. Abuharoon, Christine | 193. Dewees, Julia |
|---------------------------|--------------------|

Math Performance Task in Preparation for SBAC – Education Division

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

02/28/2015

- | | |
|-------------------------|-------------------------|
| 194. Andreasen, Amy | 205. Grace, Jennifer |
| 195. Anzevino, Kim | 206. Hammons, James |
| 196. Belshe, Riki | 207. Hassett, Jasmine |
| 197. Boyer, Alli | 208. Main, Alexander |
| 198. Brannon, Desiree | 209. McDermott, Laurel |
| 199. Bray, Amy | 210. Morales, Thomas |
| 200. Campbell, Casey | 211. Okura, Kristen |
| 201. Caswell, Melissa | 212. Passarelli, Kendra |
| 202. Chamberlain, David | 213. Patrick, Tonya |
| 203. Cuculic, Keith | 214. Rohrs, Glenn |
| 204. Frommholz, Eric | 215. Steidle, Gwynne |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Math Performance Task in Preparation for SBAC – Education Division

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

02/28/2015

216. Vega, Jennifer

217. Wenk, James

MTSS Task Force— Intervention Systems (Cont'd)

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

01/22/2015-06/08/2015

218. Baptiste, Natalie

225. Khalil, Amal

219. Goldbeck, Melissa

226. Miller, Teresa

220. Harris, Patrick

227. Nixon, Robyn

221. Horton, Dianne

228. Pianta, Rebecca

222. Jaramillo, Barbara

229. Rael, Megan

223. Johnson, Carter

230. Walker, Lori

224. Kauffman, Joan

231. Welter, Tracy

MTSS Planning & Training – Intervention Systems

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour

01/29/2015-06/08/2015

232. Avakian, Lori

247. Jordheim, Jenna

233. Bogiatzis, Tom

248. Karoyls, Andrea

234. Byrne, Maureen

249. Kellman, Kathleen

235. Chang, Katy

250. Koba, Rosalia

236. Chutuk, Julie

251. Malone, Julee

237. Clanin, Sally

252. Matienzo, Nina

238. Cope, Mary

253. McKenna, Mary

239. Elkins, Karen

254. Perry, Jenna

240. Goddard, Alexis

255. Pianta, Rebecca

241. Goldbeck, Melissa

256. Puma, Shawna

242. Halbert, Shannon

257. Roche, Ann

243. Harman, Nancy

258. Runyan, Jaime

244. Harris, Patrick

259. Soucy, Deborah

245. Hill, Meredith

260. Victa, Cleo

246. Jaramillo, Barbara

261. Wilburton, Nancy

Short Term Recruitment Team Assignment – Personnel Services

Pay @ daily per diem rate of \$550.00 per day

03/02/2015-06/22/2015

262. Anderson, Lois

264. Lowenstein, Sheri

263. Harrison, Christine

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
265. Becerra, Alejandra	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	04/01/2015- 04/03/2015
266. Beitz, Kathy	Director, Student Activities	Hankey K-8	\$ 3,521.00	02/02/2015- 06/19/2015
267. Brown, Rich	Baseball, Varsity (Asst)	San Clemente HS	\$ 3,081.00	02/16/2015- 05/15/2015
268. Cosenza, Brandon	Softball, Varsity (Head)	Dana Hills HS	\$ 3,521.00	02/14/2015- 05/13/2015
269. Desiano, AnnMarie	Dance	Aliso Niguel HS	\$ 2,200.00	09/02/2014- 06/22/2015
270. Ender, Pamela	Lead Psychologist	Special Education	\$4,401.00	07/01/2014- 06/30/2015
271. English, Michelle	ASB Advisor, Elementary-50%	Wagon Wheel Elem	\$ 660.00	09/04/2014- 06/23/2015
272. Faris, Tom	Baseball, Varsity (Head)	Dana Hills HS	\$ 3,521.00	02/16/2015- 05/15/2015
273. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 3,521.00	02/16/2015- 05/15/2015
274. Georgia, David	Safety/Equipment	Dana Hills HS	\$ 3,521.00	02/02/2015- 06/19/2015
275. Germain, Toni	Outdoor Education, Elementary	George White Elem	\$ 110.00 per night	04/20/2015- 04/22/2015
276. Goldstone, Ken	Volleyball, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/16/2015- 05/06/2015
277. Hanaford, Laura	Lead Speech Pathologist	Special Education	\$4,401.00	07/01/2014- 06/30/2015
278. Hernandez, Juan	Track, Boys' (Asst)	San Juan Hills HS	\$ 2,641.00	03/01/2015- 05/08/2015
279. Horimoto, Gary	Orchestra, Senior High – 50%	Dana Hills HS	\$ 660.00	09/04/2015- 06/23/2015
280. Hurlbut, Michael	Golf, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/16/2015- 05/08/2015
281. Japlit, Gin	Department Chairperson, English/Language Arts	Newhart MS	\$ 3,081.00	11/15/2014- 06/19/2015
282. Johnson, Dan	Track, Boys' Varsity (Head)	San Clemente HS	\$ 3,521.00	02/16/2015- 05/08/2015
283. Long, Jeff	Instrumental Music, A	HankeyK-8	\$ 880.00	02/02/2015- 06/19/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
284. Mashburn, Andrew	Track, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,521.00	02/28/2015- 05/08/2015
285. Mazzaro-LeFever, Jill	ASB Advisor, Elementary-50%	Wagon Wheel Elem	\$ 660.00	09/04/2014- 06/23/2015
286. Miller, Matthew	Volleyball, Varsity (Asst)	San Clemente HS	\$ 2,641.00	02/16/2015- 05/06/2015
287. Proodian, Dave	Track, Girls' Varsity (Head)	San Clemente HS	\$ 3,521.00	02/16/2015- 05/08/2015
288. Rivadeneyra, Mark	Volleyball, Boys' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	02/14/2015- 05/05/2015
289. Romo-Higley, Rosa	Outdoor Education, Elementary	Las Palmas Elem	\$ 110.00 per night	03/30/2015- 04/01/2015
290. Simmons, Oz	Volleyball, Boys' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/14/2015- 05/05/2015
291. Summers, Rob	Track, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,521.00	03/01/2015- 05/08/2015
292. Tinker, Jim	Golf, Boys' Varsity (Head)	San Juan Hills HS	\$ 3,301.00	03/01/2015- 05/08/2015
293. Wade, Steve	Orchestra, Senior High – 50%	Dana Hills HS	\$ 660.00	09/04/2014- 06/23/2015
294. Wooten, Jeremy	Baseball, Varsity (Head)	San Juan Hills HS	\$ 3,521.00	03/01/2015- 05/08/2015
295. Young, Michael	Outdoor Education, Elementary	George White Elem	\$ 110.00 per night	04/20/2015- 04/22/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
296. Calentino, Mark	Wrestling, Varsity (Head)	San Clemente HS	\$ 330.10	02/02/2015
297. Finnerty, Stacey	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 330.10	02/10/2015
298. Garrett, Steve	Basketball, Boys' Varsity (Head)	Tesoro HS	\$ 352.10	02/15/2015
299. Miller, Matthew	Basketball, Varsity (Asst)	San Clemente HS	\$ 308.10	02/13/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of March 11, 2015
Certificated Employees

APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
300. Popovich, Marc	Basketball, Boys' Varsity (Head)	San Clemente HS	\$ 352.10	02/13/2015
301. Pronier, Mike	Soccer, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	02/13/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
302. Biggs, Paul	Golf, (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015- 05/08/2015
303. Bisch, Jonathan	Volleyball, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/16/2015- 05/06/2015
304. Calahan, Michael	Football, (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015- 05/31/2015
305. Donnelly, John	Football, (Asst)	San Clemente HS	\$ 1,375.00	02/03/2015- 04/04/2015
306. Mulligan, Shawn	Track, (Asst)	San Clemente HS	\$ 1,200.00	02/16/2015- 05/08/2015
307. Scott, Ryan	Golf, Boys' (Asst)	Tesoro HS	\$ 2,500.00	02/28/2015- 05/08/2015
308. Turney, Jason	Golf, (Asst)	Aliso Niguel HS	\$ 2,500.00	02/09/2015- 05/08/2015
309. Wood, Joe	Football, (Asst)	San Clemente HS	\$ 1,485.00	02/03/2015- 04/04/2015
310. Wright, Cyndi	Softball, (Asst)	Aliso Niguel HS	\$ 1,000.00	02/09/2015- 05/08/2015

