

Regular Meeting

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

May 11, 2009

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:	Present	Absent
Ellen M. Addonizio, President	_____	_____
Mike Winsten, Vice President	_____	_____
Larry Christensen, Clerk	_____	_____
Jack Brick, Member	_____	_____
Anna Bryson, Member	_____	_____
Ken Maddox, Member	_____	_____
Sue Palazzo, Member	_____	_____
Chase Ishii, Student Advisor	_____	_____

CLOSED SESSION COMMENTS

CLOSED SESSION
5:30 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

*Winners of the OCDE Outstanding Contribution to Education Award,
RH Dana Elementary School, Viejo Elementary School and Annette Bushkin
Student Body Presidents' Reports – CVHS & THS*

ORAL COMMUNICATIONS (Non-Agenda Items)

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

RECORDING OF SCHOOL BOARD MEETINGS

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

II. 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 Section 35146 and Government Code Section 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.

III. 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 staff recommend approval of all Consent Calendar items.

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the April 2, 2009, Special Board Meeting, the minutes of the April 13, 2009, Regular Board Meeting and the minutes of the April 27, 2009, Special Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations 1

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.
(Supporting Information)
Contact: Eamonn O'Donovan, Assistant Superintendent, Special Education 13
3. WAIVER: Approval, petition to waive California Ed Code §60851(a), Board Policy 6162.52—California High School Exit. Examination: Case No. 0809-060 (CVHS) through 0809-064 (THS).
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 17
4. OPPORTUNITIES FOR LEARNING: Approval, addition of one learning center to the OFL-Capistrano Charter in Orange County.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 19
5. CHARTER RENEWAL: Approval, charter renewal for the Capistrano Connections Academy from July 1, 2009 to June 30, 2014.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 21
6. GRANT AGREEMENT: Approval, acceptance of 2009-2010 Community Collaborative Grant Agreement with South Orange County Community College District.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 25

BUSINESS & SUPPORT SERVICES

7. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS:
Approval, Purchase Orders/Warrants/Consultant Agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 31
8. DONATIONS: Approval, donations of funds/equipment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 79

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| 9. | TRANSPORTATION SERVICE: Approval, extension of Bid No. 0607-06, Outsource Transportation Service, American Logistics Co., LLC for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 83 |
| 10. | ROOF: Approval, extension of Bid No. 0809-06, Roof Repair and Maintenance, Cabral Roofing and Waterproofing Corp., for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 89 |
| 11. | ASPHALT PAVING: Approval, extension of Bid No. 0708-01, Asphalt, Paving, Sealcoating and Repair, Hardy & Harper, Inc., for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 99 |
| 12. | ELECTRICAL: Approval, extension of Bid No. 0708-02, Electrical Service, Gilbert & Stearns, Inc., for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 107 |
| 13. | ELECTRICAL: Approval, extension of Bid No. 0708-03, Electrical Supplies and Materials, Consolidated Electrical Distributors, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 113 |
| 14. | FENCING: Approval, extension of Bid No. 0708-04, Fencing Materials, Repair and Installation, Commercial Fence and Ironworks, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 123 |
| 15. | FLOORING: Approval, extension of Bid No. 0708-05, Flooring Materials and Installation, Collins & Aikman Floorcoverings, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 133 |
| 16. | PLUMBING: Approval, extension of Bid No. 0708-06, Plumbing Service, Pacific Plumbing Company of Santa Ana for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 189 |
| 17. | RELOCATABLE BUILDINGS: Approval, extension of Bid No. 0708-07, Movement of Relocatable Buildings, Pacific Mobile Home Construction, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 195 |
| 18. | PAINTING: Approval, extension of Bid No. 0708-11, Painting, Prime Painting Contractors, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 207 |
| 19. | SHADE STRUCTURES: Approval, extension of Bid No. 0708-13, Shade Structures, USA Shade & Fabric Structures, Inc. for 2009-2010.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 215 |

20. FROZEN FOOD PRODUCTS: Approval, extension of Bid No. 0708-18, Frozen Food Products, Gold Star Foods for 2009-2010. 237
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
21. GROCERY PRODUCTS: Approval, extension of Bid No. 0708-21, Frozen Food Products, Sysco Food Services of Los Angeles Inc. for 2009-2010. 261
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
22. GROCERY PRODUCTS: Approval, extension of Bid No. 0708-21, Frozen Food Products, Gold Star Foods for 2009-2010. 273
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
23. GROCERY PRODUCTS: Approval, extension of Bid No. 0708-21, Frozen Food Products, A & R Wholesale Distributors, Inc. for 2009-2010. 285
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
24. SNACK AND BEVERAGE PRODUCTS: Approval, extension of Bid No. 0708-24, Snack and Grocery Products, A & R Wholesale Distributors, Inc. for 2009-10. 297
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
25. DATA MANAGEMENT SYSTEM: Approval, extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2009-2010. 311
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
26. CONSULTING SERVICES: Approval, extension of On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities, Ultrasystems and The Planning Center for 2009-2010. 317
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
27. APPRAISAL SERVICES: Approval, award of RFQ 2-0809, Appraisal Services, Harris Realty Appraisal. 331
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
28. ATTENDANCE WAIVER: Approval, filing of waiver to disregard two (2) days in the computation of ADA for Moulton Elementary School due to emergency conditions. 333
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
29. INSURANCE BROKER SERVICES: Approval, award of RFQ No. 12-0809, Insurance Broker Services for Excess Worker's Compensation, March USA, Inc. 339
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

30. LEASE/PURCHASE FINANCING AGREEMENT: Approval, authorization to enter into a lease/purchase financing agreement with Apple Financial Services. 343
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
31. DISPOSAL SERVICES: Consideration and approval, extension of Bid No. 0607-05 Service to Collect, Recycle and Dispose of Solid Waste Districtwide with CR&R Incorporated, July 1, 2009 - June 30, 2010. 403
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
32. FOOD ITEMS: Approval, Food Items and Prices for the 2009-10 school year. 417
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

33. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 419
 (Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
34. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 425
 (Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
35. STUDENT TEACHING AGREEMENT: Approval, Student Teaching Agreement with Chapman University. 431
 (Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
36. STUDENT TEACHING AGREEMENT: Approval, Student Teaching Agreement with the University of Redlands. 443
 (Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
37. STUDENT TEACHING AGREEMENT: Approval, Student Teaching Agreement with California State University, Dominguez Hills. 449
 (Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services

Motion by _____ Seconded by _____
 ROLL CALL:

	Student Advisor Chase Ishii _____
Trustee Brick _____	Trustee Christensen _____
Trustee Bryson _____	Trustee Maddox _____
Trustee Palazzo _____	Trustee Winsten _____
	Trustee Addonizio _____

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.

IV. DISCUSSION/ACTION

38. **RECYCLING GRANT PROGRAM:** Consideration and approval, Resolution No. 0809-55, Application for Regional Recycling and Waste Diversion Grant Program.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 455

Motion by _____ Seconded by _____

ROLL CALL:

	Student Advisor Chase Ishii _____
Trustee Brick _____	Trustee Christensen _____
Trustee Bryson _____	Trustee Maddox _____
Trustee Palazzo _____	Trustee Winsten _____
	Trustee Addonizio _____

39. **TRANS FUNDING:** Consideration and approval, Resolution No. 0809-54, authorizing the borrowing of funds for fiscal year 2009-2010 and issuance and sale of a 2009-2010 Tax and Revenue Anticipation Note and participation in the South Coast Local Education Agencies pooled Tax and Revenue Anticipation Note program.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 467

Motion by _____ Seconded by _____

ROLL CALL:

	Student Advisor Chase Ishii _____
Trustee Brick _____	Trustee Christensen _____
Trustee Bryson _____	Trustee Maddox _____
Trustee Palazzo _____	Trustee Winsten _____
	Trustee Addonizio _____

40. **BUDGET DISCUSSION VIII:** Review of potential budget reductions for fiscal year 2010-2011.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 499

41. **AMERICAN RECOVERY AND REINVESTMENT ACT:** Update on the American Recovery and Reinvestment Act (ARRA).
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 503

42. **SAN CLEMENTE HIGH SCHOOL:** Consideration and approval, Change Order No. 1, Bid No. 0708-26, San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades, Paul C. Miller Construction Co., Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
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Motion by _____ Seconded by _____

43. **DIVISION OF STATE ARCHITECT:** Update of Progress of Division of State Architect Project Listing.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 515

44. **TEAMSTERS AGREEMENT:** Consideration and approval, recommendation of tentative agreement between CUSD/Teamsters for July 1, 2008 – June 30, 2010.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote ____
Page 535

Motion by _____ Seconded by _____

45. **TEACHER LAYOFF HEARINGS:** Consideration and approval, adoption of proposed decision in the matter of the Teacher Layoff Hearings, File No. 2009030108.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote ____
Page 551

Motion by _____ Seconded by _____

46. **REDUCTION OF CLASSIFIED EMPLOYEES:** Consideration and approval, Resolution No. 0809-53, Reduction of Management and Non-Management Classified Employees.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services
- DISCUSSION/
ACTION
Vote ____
Page 553

Motion by _____ Seconded by _____

ROLL CALL:

	Student Advisor Chase Ishii _____
Trustee Brick _____	Trustee Christensen _____
Trustee Bryson _____	Trustee Maddox _____
Trustee Palazzo _____	Trustee Winsten _____
	Trustee Addonizio _____

47. **SCHOOL CALENDAR:** Consideration and approval, proposed 2010-2011 School Calendar.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education
- DISCUSSION/
ACTION
Vote ____
Page 561

Motion by _____ Seconded by _____

48. **BOARD POLICY REINSTATEMENT:** Consideration and approval, Board Policy 1240, *Volunteer Assistance*.
(Supporting Information)
Contact: Julie Hatchel, Chief Communications Officer
- DISCUSSION/
ACTION
Vote ____
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Motion by _____ Seconded by _____

49. **BOARD POLICY NEW:** Consideration and approval, first reading, Board Policy 3544, *Use of School Bus Passenger Restraint System*.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
- INFORMATION/
DISCUSSION
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50. **PUBLIC INFORMATION OFFICER:** Consideration and approval, outsourcing of PIO duties.
(Supporting Information)
Contact: Trustee Maddox
- DISCUSSION/
ACTION
Vote ____
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Motion by _____ Seconded by _____

51. **CAPISTRANO BEACH TRANSPORTATION CENTER:** Consideration of potential sale or lease of the Capistrano Beach Transportation Center. (Supporting Information)
Contact: Trustee Ken Maddox

INFORMATION/
DISCUSSION
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52. **CITIZEN REQUEST:** Citizen request for agenda item placement by Ms. Erin Kutnick to address the Board regarding changing the election of CUSD Board Members from election by entire CUSD electorate to election by constituent area. (Supporting Information)

INFORMATION/
DISCUSSION
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V. BOARD/SUPERINTENDENT ANNOUNCEMENTS

VI. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON MONDAY, JUNE 8, 2009, 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

VII. CLOSED SESSION

REVISED

5/7/2009

53. Closed Session (as authorized by law)
- A. STUDENT EXPULSIONS (Items A-1 through A-21)
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918(c) and §35145)
 - B. CONFERENCE WITH LEGAL COUNSEL–PENDING LITIGATION
Number of cases: Six Cases
(Pursuant to Government Code §54956.9(a))
 - Case No. 1
U.S. District Court – Santa Ana, California
Case Number 07-1434
Farnan v. Capistrano Unified School District
 - Case No. 2
Superior Court of California
County of Orange – Central Justice Center
Case No. 30 2009 00122265
A. Woodrow Carter v. Capistrano Unified School District
 - Case No. 3
Superior Court of California
County of Orange – Central Justice Center
Case Number 30 2008 00114162
Capistrano Unified Education Association v. Capistrano Unified School District; Ellen Addonizio, Board President
 - Case No. 4
Superior Court of California – County of Orange
Beall, et.al v. Capistrano Unified School District
Case Number: 30-2008 00101079
 - Case No. 5
Superior Court of the State of California
County of Orange – Central Justice Center
Case Number 00180049
Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Mission Viejo, a municipal corporation v. Capistrano Unified School District.
 - Case No. 6
Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00207543
Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Rancho Santa Margarita, a municipal corporation, v. Capistrano Unified School District.
 - C. LIABILITY CLAIM
Claimant: Claim No. 09-70950DP
Agency Claimant Against: Capistrano Unified School District
(Pursuant to Government Code §54956.9(a))
 - D. LIABILITY CLAIM
Minor Claimant: Claim No. 09-73064DP
Agency Claimant Against: Capistrano Unified School District
(Pursuant to Government Code §54956.9(a))

- E. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
Agency designated representative:
Suzette Lovely, Chief Labor Negotiator
Employee Organization:
Capistrano Unified Education Association (CUEA)
(Pursuant to Government Code §54957.6)

- F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code §54957)

- G. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Interim Deputy Superintendent, Personnel
Interim Superintendent
Superintendent
(Pursuant to Government Code §54957)

- H. PUBLIC EMPLOYEE PERFORMANCE EVALUATION –
Deputy Superintendent, Education
(Pursuant to Government Code §54957)

President Addonizio called the meeting to order at 5:00 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding pending litigation (three cases); confer with Legal Counsel regarding Significant Exposure to Litigation (one case); confer with Chief Labor Negotiator regarding CUEA, CSEA, and CUMA negotiations; and Public Employee Appointment/ Employment.

The Special Meeting of the Board reconvened to open session and was called to order by President Addonizio at 6:05 p.m.

The Pledge of Allegiance was led by Trustee Winsten.

Present: Trustees Addonizio, Brick, Bryson, Christensen, and Palazzo
and Winsten

Absent: Trustee Maddox

A CD of the Board meeting discussion related to this Facilities Workshop 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**

President Addonizio reported that no action was taken during closed session.

**President's Report
of Action Taken in
Closed Session**

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

**Adoption of the
Board Agenda**

President Addonizio recognized Deputy Superintendent Ron Lebs who presented additional information regarding the budget for 2009/10 fiscal year. Mr. Lebs stated that the list of proposed budget adjustments and reductions for fiscal year 2009/10 has been revised to reflect additional work by staff and direction received from the subcommittee consisting of Trustees Brick, Bryson, and Palazzo. Mr. Lebs told Trustees that the reductions include a variety of measures such as elimination of programs, spending reductions, organizational restructuring, employee layoffs and transfers. Mr. Lebs projected the proposed budget on the overhead screen and addressed each new revision and pointed out that block music and the AVID programs were both taken off the cut list. Following Mr. Lebs' presentation Trustee Addonizio stated that Trustees would hear from the public prior to discussing the budget.

**2009/10 Budget
Study Session VI
Agenda Item #1**

To facilitate as many speakers as possible in the 20 minutes specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed one (1) minute rather than the usual 3 minutes.

The following people addressed the Board regarding this item:

Mark Stier, Shannon Stier, Kim Price, Monica Jung, Julie Collier, Julie Muller, Manal Kerfoot, Todd Horton, April Stone, Gretchen Mars, Mina Javaherbin, Gina Werner, Stacy Roulette, and Annie Faris stressed the importance of retaining CSR in all schools. Sheila Morrissey, Heidi Reiser, and Nicole Melissa expressed their support of keeping the block music program and the benefits of music for children.

Susan Homma presented the Board with an Alternative CUSD Budget Plan C developed by concerned parents and asked them to consider the recommendations and retain CSR.

Cathy Boon requested that the Board consider employee salary cuts, less vacation days, and days off work to save jobs.

Robin Hervey thanked the Board on behalf of the music teachers for listening, understanding that music is a core subject, and funding the music program.

Kim Graf pointed out that the revenue side of the CUSD budget is less than the state average in per pupil funding. Ms. Graf suggested endorsing a parcel tax so CUSD is free from state budget swings.

Vieda Cantacessi suggested the Board eliminate the BTSA program and CSR in third grade.

Terry Hause shared her frustration regarding Trustee suggestions that classified employees take a reduction in pay and benefits.

Following questions and discussion staff was directed to continue looking at options. Based on input received at this meeting and the next budget subcommittee meeting, final recommendations for 2009/10 will be presented for action at the April 13, 2009, Board meeting.

President Addonizio recognized Deputy Superintendent Suzette Lovely who presented this item asking the Board to approve the 2008-09 contract settlement with CSEA as proposed.

**CSEA Settlement
Agreement
Agenda Item #2**

Ana Bui addressed the Board asking them to support teachers, not discuss teacher negotiations during meetings, and keep negotiations civil and respectful.

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the 2008/09 contract settlement with CSEA.

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Palazzo, and Winsten
NOES: None
ABSENT: Trustee Maddox

The Board recessed to closed session at 7:12 p.m. to continue discussions of the remaining closed session items.

The Board reconvened to open session at 8:05 p.m. to report out that no action was taken in closed session.

**President's Report
of Action Taken in
Closed Session**

The meeting adjourned at 8:05 p.m.

Clerk

Secretary

Board minutes submitted by Jane Boos, Executive Secretary to the Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
APRIL 13, 2009
EDUCATION CENTER – BOARD ROOM

President Addonizio called the meeting to order at 5:00 p.m. The Board recessed to closed session to: discuss fifteen (15) student expulsions; confer with Legal Counsel regarding anticipated litigation (one case); confer with Legal Counsel regarding pending litigation (two cases); confer with Legal Counsel regarding initiation of litigation (one case); confer with Chief Labor Negotiator regarding CUEA, CSEA, and CUMA negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

The Regular Meeting of the Board reconvened to open session and was called to order by President Addonizio at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Winsten

Present: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten

Absent: Student Advisor Chase Ishii

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**

President Addonizio reported the following action taken during closed session:

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

Agenda Item #35 (A-1 thru A-3) – Student Expulsions: The Board voted by a 7-0 vote to approve the following student expulsions with staff recommendations: Case #2009-086, #2009-074, and Case #2009-072.

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten
NOES: None

Agenda Item #35 (A-4 thru A-15) – Student Expulsions: The Board voted by a 6-0 vote to expel the following student by stipulated agreement: Case #2009-073, #2009-077, #2009-080, #2009-089, #2009-067, #2009-085, #2009-069, #2009-071, #2009-078, #2009-090, #2009-079, #2009-075.

AYES: Trustees Addonizio, Brick, Christensen, Maddox, Palazzo, and Winsten
NOES: None
ABSENT: Trustee Bryson (not in the room when the vote was taken)

It was moved by Trustee Bryson, seconded by Trustee Brick, and carried unanimously to adopt the Board agenda.

**Adoption of the
Board Agenda**

Chief Communications Officer Julie Hatchel introduced the following people to receive special District recognition: Marie Sykes, Laurie Cummings, and Kati Bennett, CUSD Teachers of the Year.

**Special
Recognition**

To facilitate as many speakers as possible in the 20 minutes specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed one (1) minute rather than the usual 3 minutes. President Addonizio stated Oral Communications would continue after the last agenda item for submitted blue cards not addressed at this time.

**Oral
Communications**

The following people addressed the Board:

- *Thomas Nulty, Sophie Winckel, Daniel Bernhardt, Alina Vergara-Hegi, Serena Lomonico, Alex Ray, Rosie Garcia, Casey Schnellber, Erica Kohler, Nicole Hannouche, Julie Moe, Kaitlyn Havlena, Katie Ryznal, Hannah Kjesbo, Samantha Bowler, Meggan Weinell, and Dalton Doi spoke in support of the Baja Field Study Trip and asked the Board to reconsider district staff's decision to cancel the trip.*

President Addonizio asked Trustees for items they wished to pull from the Consent Calendar. Agenda Items #1, 6, 7, 8, 9, 16, 18, 20, 21, 22, 24, and 28 were pulled for further discussion.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Nonpublic school and agency contracts.

**Special Education
Agenda Item 2**

Petition to waive California Ed Code §50851(a)/Board Policy 6162.5—California High School Exit Examination: Case #0809-030 (SERRA) through 0809-038 (THS).

**California High
School Exit Exam
Agenda Item 3**

Readmission of students from expulsion, Case #2008-143; 2008-049; 2008-142; 2008-129; 2008-079; and 2008-092.

**Student
Readmission
Agenda Item 4**

Instructional materials recommended for adoption – Middle/High School World Language Textbooks – Chinese I, II, III, IV, and V.

**Instructional
Materials
Agenda Item 5**

Purchase Orders/Warrants/Consulting Agreements as listed.

**Purchase Orders/
Warrants/
Consulting
Agreements
Agenda Item 10**

Donations of funds and equipment.

**Donations
Agenda Item 11**

Advertise for Bid No. 0809-13 Gym Floor and Bleacher Replacement for Dana Hills High School.

**Dana Hills High
School
Agenda Item 12**

Advertise for RFQ/P No. 2-0910, Architectural Services.

**Architectural
Services
Agenda Item 13**

Use of Facilities San Juan Hills High School theater rates.

**San Juan Hills
High School
Agenda Item 14**

Advertise for RFQ No.1-0910, E-Rate Consultant.	E-Rate Consultant Agenda Item 15
Extension of Bid No. 0708-23, Frozen Beverage Service, Berkeley Street Beverage Co., Inc. for 2009-10.	Frozen Beverage Service Agenda Item 17
Final acceptance and Notice of Completion, Bid No. 0607-18, Construction of San Clemente High School Auxiliary Gymnasium and Pool Building, G.C. Builders, Inc.	San Clemente High School Agenda Item 19
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 23
Acceptance of the Quarterly Activities Report – Williams Settlement Uniform Complaint Procedure.	Williams Settlement Agenda Item 25
Payment to master teachers for supervision of student teachers.	Master Teacher Agenda Item 26
Student Teaching Agreement with the University of Phoenix.	Student Teaching Agreement Agenda Item 27
<p>ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten</p> <p>NOES: None</p> <p>ABSENT: Student Advisor Chase Ishii</p> <p>ABSTAIN: None</p>	
Minutes of the March 2, 2009, Special Board Meeting, minutes of the March 9, 2009, Regular Board Meeting, and the minutes of the March 24, 2009, Special Board Meeting.	Minutes Agenda Item 1
<p>President Addonizio recognized Trustee Maddox who stated he would abstain from voting on the minutes of the March 2, 2009, Special Board meeting because he did not attend the meeting. It was moved by Trustee Maddox, seconded by Trustee Bryson, and motion carried unanimously to approve the minutes.</p> <p>President Addonizio recognized Trustee Bryson who requested staff provide a copy of the IMRC meeting report to Trustees. President Addonizio called upon Mr. Bill Evers who had submitted a blue card on this item.</p> <ul style="list-style-type: none"> <i>Bill Evers, member of the Instructional Materials Review Committee (IMRC), addressed the Board in support of delaying the adoption of the elementary math textbooks recommended by the IMRC and pilot the Singapore math textbooks.</i> <p>President Addonizio recognized Deputy Superintendent Sherine Smith who introduced Executive Director Holly Feldt and Math Resource Teacher Dave Chamberlain. Ms. Feldt explained the IMRC and adoption process which began in 2007. Mr. Chamberlain provided Trustees with a printout of the PowerPoint presented to the IMRC and a spreadsheet showing cost considerations between enVision and Singapore math programs. Mr. Chamberlain replied to Trustees questions regarding a comparison of the recommended and piloted enVision math program to the Singapore math program, the additional costs to the district to pilot Singapore math and the cost of delaying adoption of the recommended textbooks.</p>	Instructional Materials Agenda Item 6

Trustee Christensen requested that Trustees move on to the other pulled Consent items and return to this item to allow Trustees an opportunity to review the IMRC meeting report requested by Trustee Bryson at the introduction of this item and just provided by staff.

Following approval of agenda item #28 Trustees returned to this item as requested by Trustee Christensen. Mr. Chamberlain was asked to come back to the podium to answer Trustee questions and complete his presentation of the recommended materials. Mr. Evers returned to the podium and discussed his efforts in exploring funding sources to assist the district in offsetting the costs of implementing the Singapore program.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio and motion carried by a 5-2 vote, with Trustees Bryson and Winsten voting nay, to approve the Instructional Materials Recommended for Adoption – Elementary Math Textbooks.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio and carried by a 6-1 vote, with Trustee Bryson voting nay, to approve the Instructional Materials Recommendation for Adoption – Secondary Math Textbooks.

**Instructional
Materials
Agenda Item 7**

Trustee Addonizio recognized Trustee Palazzo who asked Assistant Superintendent Carolyn Williams to report to the Board the three (3) programs that were being revised or removed because they did not meet the requirements for the Perkins grant. Mrs. Williams stated the three programs were the DHHS Fashion Design, CVHS Construction and SCHS Culinary Arts. It was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the 2008-2012 Carl D. Perkins Career Technical Education Local Plan.

**Carl D. Perkins
Local Plan
Agenda Item 8**

Trustee Addonizio recognized Trustee Palazzo who requested Assistant Superintendent Carolyn Williams to clarify how the funds can be used for teacher training. Following Mrs. Williams explanation it was moved by Trustee Bryson, seconded by Trustee Palazzo, and motion carried unanimously to approve 2009-2010 Application for Funding through Carl D. Perkins Career Technical and Technical Education Improvement Act.

**Carl D. Perkins
Act
Agenda Item 9**

President Addonizio recognized Trustee Christensen who expressed his concern that the district was paying a higher price for produce than another district. Deputy Superintendent Ron Lebs called upon Food and Nutrition Services Director Dawn Davey and Purchasing Director Terry Fluent to answer Trustee questions. Ms. Davey's explained that ASR Distributors was only a supplemental supplier to the produce the district receives from the Department of Defense.

**Produce
Agenda Item 16**

Trustee Maddox directed staff to supply Trustees with the prices and quantity of produce received from the Department of Defense in comparison to the produce received from ASR.

It was moved by Trustee Christensen, seconded by Trustee Bryson and motion carried unanimously not to Extend Bid No. 0708-22 Produce, ASR Distributors, Inc. for 2009/10 and go out for bid.

President Addonizio recognized Trustee Palazzo who moved to pull Steven G. White, MAI from the RFQ. Trustee Maddox questioned the legality of pulling Steven White's name and suggested this item be held over to confer with legal counsel. It was moved by Trustee Palazzo, seconded by Trustee Winsten to continue the Award of RFQ 2-0809, Appraisal Services, Harris Realty Appraisal and Steven G. White, MAI to the May 11, 2009 Board meeting to have legal counsel research on a finding issue.

**Appraisal Services
Agenda Item 18**

Trustee Winsten requested staff provide Trustees with the appraisal services evaluation score sheets, showing the scores submitted by each committee member on all categories.

Following staff clarification regarding this item, it was moved by Trustee Winsten, seconded by Trustee Addonizio, and motion carried unanimously to approve Authorization to enter into a Lease /Purchase Financing Agreement with Blue Bird Body Company for ten (10) 2007 CNG School Buses.

Bus Financing Agreement
Agenda Item 20

It was moved by Trustee Winsten, seconded by Trustee Bryson, and motion carried unanimously to approve Authorization to enter into a Lease /Purchase Financing Agreement with Blue Bird Body Company for ten (10) 2009 CNG School Buses.

Bus Financing Agreement
Agenda Item 21

It was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried unanimously to approve the Renewal of the License Agreement between CUSD and Niguel Children's Center for use of facilities on the Foxborough Campus with the addition, requested by Trustee Palazzo, of the following language: *During the agreement term, either the District or the NCC may request an early termination with a "60-day prior written notice of termination" to the other party.*

License Agreement
Agenda Item 22

President Addonizio recognized Trustee Palazzo who asked for further clarification regarding substitute teachers working prior to Board approval and additional teacher assignments. Deputy Superintendent Suzette Lovely explained that once substitute teachers completed the orientation process through Personnel they are available for assignments. Ms. Lovely stated teachers listed as receiving additional assignments serve at-risk students and the district receives supplemental funding for these programs. It was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the Resignations, Retirements, and Employment of Certificated Personnel.

Resignations/ Retirements/ Employment (Certificated Personnel)
Agenda Item 24

Following clarification by Deputy Superintendent Lovely that no money from the general fund was being used for this program it was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the Memorandum of Understanding to continue CUSD's partnership with the OCDE Paraprofessional Teacher Training Program (PTTP).

Paraprofessional Teacher Training Program
Agenda Item 28

DISCUSSION/ACTION

President Addonizio recognized Deputy Superintendent Ron Lebs who presented the budget reduction recommendations of approximately \$25 million for 2009/10. Mr. Lebs advised Trustees that there were 4 plans submitted for their review and consideration.

Budget Adjustments/ Reductions
Agenda Item 29

The following people addressed the Board:

- *Katie Calkins and Vieda Cantacessi asked the Board to negotiate salary reductions and retain CSR.*
- *Yasemin Talay spoke in regards to adult education reserves and asked that the money be put in the general fund.*
- *Kim Price told Trustees CSR should be equal in all schools and asked the Trustees to approve Trustee Winsten's Plan D.*
- *Susan Homma stated she had a 2007-08 organizational chart and had the following questions: what management positions were being eliminated to coincide with school staffing reductions for 2009-10; why the need for seven (7) elementary directors; do all district office employees receive 38 paid vacation days like the superintendent and deputy superintendents; and can reduction of district office compensation be used to offset the shortfall for teachers and students?*
- *Robin Hervey and Kay Townsend spoke in support of retaining the block music program.*
- *Ron Lackey commended the Board for their service and the need for CUSD to get out of the Orange County Special Education Alliance.*

- *Nancy Lavigne told the Board they needed to appoint a superintendent to assist and lead the district. Ms. Lavigne suggested hiring Mr. Rudat who has experience in both finance and negotiations.*

Deputy Superintendent Ron Lebs discussed and answered Trustee questions on Plans A, B, and C.

Trustee Winsten presented his Plan D and explained his reasoning in making decisions on program cuts. Trustee Winsten stated that retaining CSR affected the most students and held to the core mission of reading, writing and arithmetic. Trustee Maddox added he supported retaining CSR and that more district jobs will be saved with Plan D.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried by a 4-3 vote to approve Plan B—Budget Adjustments/Reductions for fiscal year 2009/10. Trustee Palazzo requested a roll call vote.

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, and Palazzo
 NOES: Trustees Christensen, Maddox, and Winsten
 ABSENT: Student Advisor Chase Ishii
 ABSTAIN: None

President Addonizio announced the public hearing open at 9:25 p.m. regarding the approval of the Categorical Flexibility Transfers. President Addonizio asked if there was anyone who wished to address the Board. Since there were no speakers, President Addonizio closed the public hearing at 9:27 p.m. It was moved by Trustee Winsten, seconded by Trustee Bryson, and carried unanimously to approve the adoption of Categorical Flexibility Transfers per SBX3 4.

**Public Hearing:
 Adoption of
 Categorical
 Flexibility
 Transfers
 Agenda Item 30**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten
 NOES: None
 ABSENT: Student Advisor Chase Ishii
 ABSTAIN: None

President Addonizio recognized Trustee Maddox who placed this item on the agenda for discussion and an official position by the Board. Trustee Maddox explained that these bills relate to Superintendent employment contracts. Specifically, both bills would preclude a governing board from entering into an employment contract with a Superintendent which contains provisions that obligate the district to compensate the Superintendent for work that has not been performed.

**AB 164 & SB 307
 Agenda Item 31**

It was moved by Trustee Winsten, seconded by Trustee Christensen, and motion carried unanimously to approve support of AB164 and SB307. Staff was directed to write a letter, on behalf of the Board, to Assemblyman Mendoza and Senator Alquist in support of their bills.

President Addonizio recognized Deputy Superintendent Suzette Lovely who called upon Jeff Bristow, Executive Director, Risk Management/Compliance to present this item. Mr. Bristow presented a review of three options for Board consideration regarding the Worker's Compensation Administrator Contract renewal. Mr. Bristow mentioned that representatives from MARSH and CorVel were also present to answer Trustee questions.

**Worker's
 Compensation
 Administrator
 Contract Renewal
 Agenda Item 32**

Following discussion and questions it was moved by Trustee Bryson, seconded by Trustee Winsten to go out for bid. Before Trustees voted on the motion Ms. Lovely clarified with Trustees that this item was for approval of a Worker's Compensation third party administrator but Trustees had the option of both accepting staff recommendation

and also going out for bid. Trustee Bryson asked to amend her motion and Trustee Winsten rescinded his second. It was then moved by Trustee Bryson, seconded by Trustee Winsten, and carried unanimously to approve a three (3) year contract with CorVel to serve as the Worker's Compensation third party administrator and to go out for bid.

President Addonizio recognized Deputy Superintendent Suzette Lovely who introduced this item which seeks Board consideration of CUEA's contract reopener proposal for 2009-10. It was moved by Trustee Maddox, seconded by Trustee Bryson, and carried unanimously to accept CUEA's formal reopener proposal/response and authorize the negotiators to begin the collective bargaining process for 2009-10.

CUEA Reopener Proposal
Agenda Item 33

President Addonizio recognized Deputy Superintendent Suzette Lovely presented this item to formally accept the proposal by CUMA to take five furlough days. It was moved by Trustee Maddox, seconded by Trustee Bryson, and carried unanimously to approve the CUMA proposal to take five (5) mandatory furlough days during the 2009-10 school year.

CUMA Mandatory Furlough Days
Agenda Item 34

The following people who had submitted blue cards prior to the opening of the Open Session were given 2 minutes each to address the Board:

Oral Communications Continued

- *Amy Frazee and Sophia Reynolds asked the Board to allow the DHHS Field Study Trip to Baja.*
- *Frank Thomas-Larkin spoke in regards to the Board needing a superintendent to interface with staff and the amount of district money being spent on legal fees.*
- *Erin Kutnick requested that an item be placed on the May 11, 2009 agenda to change the voting for Trustees from the current "at large" voting to a vote by boundary area.*

The Board recessed to closed session at 9:58 p.m. to continue discussions of the remaining closed session items.

The Board reconvened to open session at 10:40 p.m. to report out that no action was taken in closed session:

President's Report of Action Taken in Closed Session

The meeting adjourned at 10:41 p.m.

Larry Christensen, Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Executive Secretary to the Superintendent.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
APRIL 27, 2009 – 5:30 P.M.
EDUCATION CENTER – BOARD ROOM

President Addonizio called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

The Pledge of Allegiance was led by Trustee Maddox.

Present: Trustees Addonizio, Brick, *Bryson, Christensen, Palazzo, Maddox and Winsten

President Addonizio announced that the Special Board meeting was being teleconferenced to Stanford, CA in order for Trustee Bryson to take part in the closed session meeting.

A CD of the Board meeting discussion related to this Facilities Workshop is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the district website: www.capousd.org **Permanent Record**

It was moved by Trustee Maddox, seconded by Trustee Brick, and motion carried by a 6-0 vote to adopt the evening's agenda. **Adoption of the Board Agenda**

Trustee Bryson was not connected by telephone in the Board room when the roll call was taken.

The Board reconvened to open session at 9:55 p.m. and President Addonizio reported that no action was taken in closed session. **President's Report of Action Taken in Closed Session**

The meeting adjourned at 9:56 p.m.

Clerk

Secretary

Board minutes submitted by Jane Boos, Executive Secretary to the Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Eamonn O'Donovan, Assistant Superintendent, Special Education

SUBJECT: **APPROVAL: SPECIAL EDUCATION: NONPUBLIC SCHOOL
AND AGENCY CONTRACTS**

BACKGROUND INFORMATION

In accordance with Title 5, California Administrative Code, Sections 3060 through 3070, and California Education Code, Section 56365, Capistrano Unified will be providing contracted services for eligible special education pupils. When nonpublic school services are to be provided at District expense, Title 5, Section 3062 requires that the local education agency develop a contract with the service provider.

CURRENT CONSIDERATIONS

This agenda item recommends approval of student related educational services, tuition and parent reimbursement for special education students.

FINANCIAL IMPLICATIONS

Funds for these services are designated from the general fund. At the present time, the district receives approximately \$500 per ADA from the state's share under AB602, which is substantially below the aggregate cost of these required services.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the following contracts:

SPECIAL EDUCATION

May 11, 2009

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Master Contracts:

- Alpine Academy
- Blind Children's Learning Center
- Cinnamon Hills, Devereux League City
- Devereux School of Viera
- Devereux Texas Victoria
- Mae Olsen Education Center
- Larry M. Simmons High School
- Griffith Center
- Excelsior Youth Center
- Heritage Schools
- Mardan School
- New Haven School
- Ocean View School
- Oak Grove-Jake Weaver School
- Oralingua School for the Hearing Impaired
- Pyramid Autism Center
- Shiloh Treatment Center
- Therapeutic Education Center-Canal Street Elementary
- Therapeutic Education Center-Santa Ana
- Joelle Beach Speech & Language
- Julie Berg Ryan
- Karen Rothwell-Vivian
- Orange County Therapy Services
- Pacific Pediatric Therapy, Inc
- Rainbow Connection
- Russo Fleck & Associates
- The Speech & Language Learning Center
- Susan Brown, RPT
- Tammi Galley
- The Reading and Language Contract
- Wertheimer-Gale and Associates
- VNA Home Health Systems

1. RELATED SERVICES:

Provider:	Julie Berg Ryan	Justification:
Student:	1 Student	Mandated by IEP
Services:	Vision Therapy	Services & Support
Period Covered:	6/22/09 – 7/30/09	
Total Cost:	\$1,140.00	

2. TUITION:

Provider:	Devereux League City	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	04/03/09 – 06/30/09	
Days/Rate:	61 @ \$125.94	
Total Cost:	\$7,682.34	

SPECIAL EDUCATION

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3. TUITION:

Provider:	Cinnamon Hills	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	04/14/09 – 06/30/09	
Days/Rate:	55 @ \$135.00	
Total Cost:	\$7,425.00	

4. TUITION:

Provider:	Mardan School	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	Settlement Agreement
Period Covered:	06/22/09 – 06/30/09	
Days/Rate:	7 @ \$172.00	
Total Cost:	\$1,204.00	

5. PARENT REIMBURSEMENT:

Provider:	Parents	Justification:
Student:	1 Student	Mandated by Settlement
Service:	Educational Transportation	Agreement
Date of Agreement:	2/18/09	
Total Cost:	\$2,500.00	

6. PARENT REIMBURSEMENT:

Provider:	Parents	Justification:
Student:	1 Student	Mandated by Settlement
Service:	Educational Expenses	Agreement
Date of Agreement:	1/7/07	
Total Cost:	\$4,000.00	

7. PARENT REIMBURSEMENT:

Provider:	Parents	Justification:
Student:	1 Student	Mandated by Settlement
Service:	Educational Expenses	Agreement
Date of Agreement:	10/16/08	
Total Cost:	\$25,000.00	

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY
CONTRACTS FOR THE MAY 11, 2009 BOARD: \$48,951.34**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: PETITION TO WAIVE CALIFORNIA EDUCATION CODE §60851(a)/BOARD POLICY 6162.52—CALIFORNIA HIGH SCHOOL EXIT EXAMINATION: CASE #s 0809-060 (CVHS) THROUGH 0809-064 (THS)

BACKGROUND INFORMATION

California Education Code §60850(a) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for Special Education students to pass the California High School Exit Examination with modifications stated in the pupil's Individualized Education Program (IEP).

CURRENT CONSIDERATIONS

This agenda item requests approval by the Board to waive Education Code §60851(a)/Board Policy 6162.5 in accordance with §60851(c) approving five students as having met the requisite standards, with modifications, to pass either the California High School Exit Examination subtest in English/Language Arts or mathematics (Exhibits A and B provided under separate cover), case #s 0809-060 (CVHS) through 0809-064(THS). Action on this matter will be discussed and taken in closed session so that individual student rights under the Family Educational Rights and Privacy Act (FERPA) 20 §1232g, U.S. Code, 34 CRF, Part 99, are protected.

FINANCIAL IMPLICATIONS

There are no financial implications to this agenda item.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees waive Education Code §60851(a)/Board Policy 6261.52 in accordance with Education Code §60851(c) validating that these five students have completed all requirements for passing either the California High School Exit Examination subtest in English/Language Arts or mathematics or both (Exhibits A and B provided to Trustees under separate cover), case #s 0809-060 (CVHS) through 0809-064 (THS). Action on this matter will be conducted in closed session under FERPA regulations.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Sherine Smith, Deputy Superintendent, Education
SUBJECT: **REQUEST FOR AN ADDITIONAL LEARNING CENTER SITE:
OPPORTUNITIES FOR LEARNING CHARTER SCHOOL**

BACKGROUND INFORMATION

A petition for a charter school from Opportunities for Learning (OFL) was approved by the Capistrano Unified School District Board of Trustees on February 25, 2002, and renewed for an additional five years on January 8, 2007. Established by John and Joan Hall in 1999, OFL began serving at-risk students who dropped out or were at risk of dropping out of school. Opportunities for Learning Charter Schools is the operating name of three independent, WASC-accredited charter schools with 22 learning centers located primarily in Los Angeles County. One learning center is located within the Capistrano Unified School District in a storefront at 33621 Del Obispo Street in Dana Point. Educational Management Systems, Inc, (EMS) provides educational support and management assistance and services to OFL Charter Schools.

The OFL-Capistrano learning center is an independent study program serving approximately 75 students at all achievement levels in Grades 9 through 12 who have struggled in school and/or found its schedule inconsistent with their learning styles, family needs, or work schedules. The OFL program is offered to students within CUSD, as well as throughout Orange and adjacent counties. Under the supervision of a teacher, students work independently at home or at the OFL-Capistrano center. Students meet twice per week with teachers who review their work, offer assistance and guidance, and test for academic progress. Typically, students enroll in one or two classes at a time while earning course credits at approximately the same pace as students in a regular high school.

CURRENT CONSIDERATIONS

This agenda item requests that the Board of Trustees approve the addition of one OFL-Capistrano Charter learning center in Orange County.

FINANCIAL IMPLICATIONS

Additional revenue to the District would be limited to up to one percent of revenues received by OFL to compensate for fiscal, educational, and legal supervisory oversight duties required by law. Students from other districts would also contribute to the one percent oversight costs.

There will be a potential loss of ADA revenue if CUSD students opt to enroll in the charter school.

Because this program is not classroom-based, there is no requirement that the district provide facilities. The current facility and the additional learning center will not be located on CUSD property.

STAFF RECOMMENDATION

It is respectfully recommended the Board approve the addition of one learning center to the OFL-Capistrano Charter in Orange County.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Sherine Smith, Deputy Superintendent, Education
SUBJECT: **APPROVAL: CHARTER RENEWAL -
CAPISTRANO CONNECTIONS ACADEMY CHARTER SCHOOL**

BACKGROUND INFORMATION

Capistrano Connections Academy (CapoCA) Charter School provides educational services beyond the traditional classroom setting by utilizing a full-time independent study format and on-line coursework. This “virtual school” is operated by an independent nonprofit corporation, Connections Academy, LLC. The curriculum conforms to California content standards. The program is offered to students within the Capistrano Unified School District, as well as throughout Orange and adjacent counties. Clients include students: whose families have opted for a home school environment, who are homebound due to certain illnesses, who are pursuing artistic or athletic careers that require a flexible academic schedule, and who, for various reasons, are not comfortable in a regular school setting.

A petition for approval as a charter school was received by Capistrano Unified School District from Capistrano Connections Academy on October 23, 2003. A public hearing was held on November 17, 2003, to consider the level of support for the petition by teachers, parents, and other employees of the district. The petition was approved for five years by the Board of Trustees on June 14, 2004.

CapoCA opened its doors in the fall of 2004 with 125 kindergarten through eighth grade students. Currently over 750 students are enrolled, approximately 50 of these students reside within CUSD boundaries. CapoCA anticipates an enrollment of approximately 1,000 students for the 2009/2010 school year.

When the original charter petition was submitted, CapoCA and CUSD discussed the advisability of offering a high school program, which CUSD believed was in more demand than the K-8 program. At that time, CapoCA was still developing the high school curriculum and aligning it with California standards.

The following year, CapoCA submitted and received approval for a ninth grade curriculum, which was implemented during the 2005/06 school year. On July 11, 2006, CapoCA received approval from the Board to implement a tenth grade curriculum during the 2006/07 school year and on July 16, 2007, CapoCA received approval from the Board to implement an eleventh grade curriculum during the 2007/08 school year. The twelfth grade curriculum was approved by the

Board of Trustees on May 24, 2008, and implemented during the 2008/09 school year. During the 2006/07 school year, CapoCA received WASC accreditation and in 2008/09 received approval of its “a-g” high school courses from the UC and CSU systems.

The Board may deny a renewal petition only if the Board makes written factual findings, specific to the particular petition, setting forth facts to support one, or more, of the six reasons for denial (ref. E.C. 47605[b]). The six grounds for denial of an initial petition, renewal or material modification are:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required (renewals and modifications do not require signatures).
4. The petition does not contain an affirmation of each of the four conditions described in subdivision (d) of E.C. 47605.
5. The petition does not contain reasonably comprehensive descriptions of the required 16 elements.
6. The petition or proposed program is inconsistent with state law.

There are no facts to substantiate a denial of the Capistrano Connections Academy charter renewal request in relation to the six grounds for denial. The first requirement states that the charter school must present a sound educational program for the pupils to be enrolled in the charter school. The Academic Performance Index (API), the cornerstone of California’s Public Schools Accountability Act of 1999, measures the academic performance and growth of schools on a variety of academic measures. Based upon the 2008 API report, CapoCA received an API score of 754. For that same year, the districtwide API score for CUSD was 837. In addition, CapoCA has demonstrated success in implementing their program since the initial approval of their charter in 2004, as evidenced by a continued increase in their API scores (from 722 in 2005 to 754 in 2008) and an increase in student enrollment.

The renewal petition is not required to meet the third requirement because it is not an initial petition for a charter.

The renewal petition meets the fourth requirement by containing an affirmation of each of the four conditions described in subdivision (d) of E.C. 47605. The four conditions are:

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
2. Shall not charge tuition.
3. Shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, or disability.

4. Shall admit all students who reside in California who wish to attend (up to the school's capacity based on space, staff, or charter school policy).

The CapoCA renewal petition contains affirmation of these four conditions. In addition, the renewal contains reasonably comprehensive descriptions of the required 16 elements (educational program, measurable pupil outcomes, governance structure, employee qualifications, health and safety of pupils, racial and ethnic balance, admission requirements, annual audit, student discipline, STRS or social security, student attendance alternatives, return rights of district employees, dispute resolution, collective bargaining, and procedures for closing).

The review of the charter school renewal from CapoCA resulted in a consensus that the proposal meets the sixth and last requirement, consistency with state law.

CURRENT CONSIDERATIONS

This agenda item requests that the Board approve the Capistrano Connections Academy Charter renewal (provided to Trustees under separate cover).

Renewals of charter petitions are governed by the standards and criteria in Section 47605, which outlines the petition process. Pursuant to Education Code Section 47607, the Board of Trustees must approve a renewal request within 60 days of receipt of a complete renewal.

According to E.C. 47605[b], there are no facts to substantiate a denial of the renewal of the charter of Capistrano Connections Academy.

FINANCIAL IMPLICATIONS

Additional revenue to the district would be limited to up to one percent of revenues received by CapoCA to compensate for fiscal, educational, and legal oversight required by law. There may be some loss of ADA revenue if CUSD students opt to enroll in the charter school.

Because this program is not classroom-based, there is no requirement that the district provide facilities. The CapoCA facility is not located on CUSD property. The school is currently housed in an office building located at 1211 Puerta del Sol, Suite 220, San Clemente, California.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the charter renewal (provided to Trustees under separate cover) for the Capistrano Connections Academy from July 1, 2009 to June 30, 2014.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Sherine Smith, Deputy Superintendent, Education
SUBJECT: **ACCEPTANCE OF 2009-2010 COMMUNITY COLLABORATIVE
GRANT AGREEMENT – SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT AND CUSD**

BACKGROUND INFORMATION

Over the past few years, Capistrano Unified School District has benefited from grant funds that target seventh and eighth grade career development. Other components of the grant include providing opportunities for faculty and staff to participate in externship and professional development programs that are coordinated by Saddleback College and benefit Career Technical Education goals.

CURRENT CONSIDERATIONS

This item requests approval of an agreement between Capistrano Unified School District and the South Orange County Community College District, acting as the participating agency in implementing the California Community College's Chancellors Office Community Collaborative Grant. A copy of the grant agreement is attached, Exhibit A. Saddleback College has designated Aliso Viejo and Ladera Ranch Middle Schools as recipients of grant funds. Personnel from Saddleback College will work with these two schools to provide career activities, such as field trips, presentations, and career inventories.

FINANCIAL IMPLICATIONS

CUSD agrees to accept \$18,365 from the South Orange County Community College District to be used as described in the agreement.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the 2009-2010 Community Collaborative Grant Agreement, Exhibit A.

2009-2010 COMMUNITY COLLABORATIVE GRANT AGREEMENT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Agreement is made by and between the South Orange County Community College District, acting as participating agency in implementing the California Community College's Chancellors Office Community Collaborative Grant and Capistrano Unified School District hereinafter referred to as the Contractor.

Whereas, the South Orange County Community College District has received funding from the California Community College Chancellors Office for the purpose of implementing the Community Collaborative Grant, and whereas Contractor has agreed to abide by provisions in Exhibit A in support of South Orange County Community College District's obligations in implementing this grant:

Now, therefore, the South Orange County Community College District and the Contractor do hereby mutually agree as follows:

1. Project Activities: The Contractor agrees to participate in the 7th & 8th grade career development component of the grant as described in Exhibit A. The Contractor further agrees to provide opportunities for faculty and staff to participate in externship and professional development programs as funded by the grant and described in Exhibit A.
2. Terms: The parties agree that this Agreement shall begin February 1, 2009, and continue until June 30, 2010 unless such dates are changed in accordance with the provisions of this Agreement.
3. Adherence to Federal, State, and Local Laws, Regulations, Rules, Directives and Ordinances: The Contractor agrees to conduct any and all activities in accordance with federal, state, and local regulations, including the policies and directives, of the South Orange County Community College District and Contractor in effect or promulgated during the term of this Agreement or extensions thereof.

4. Definition of Role/Responsibility:

1. Within 30 days of the signing by both parties of this Agreement, the South Orange County Community College District will advance 50% of the agreement amount for performance of grant obligations by the Contractor as specified in the budget developed by the South Orange County Community College District and approved as part of the grant application package as delineated in Section 13 of this Agreement.
2. In the summer of 2009 another 25% of the agreement amount will be advanced.
3. The final amount not to exceed 25% of the agreement will be paid upon submission and approval of a final invoice by the Contractor to the South Orange County Community College District. This invoice must be submitted 30 days prior to the end of the grant or upon completion of project objectives. In addition to the invoice the Contractor will provide documentation of all expenditures made on behalf of the grant.
4. The South Orange County Community College District will be reimbursed for any funds advanced but not expended within 30 days of the completion of the grant.
5. Contractor will maintain an audit trail and substantiating documentation required by the California Community College's Chancellor's Office.
6. Contractor will be responsible for implementing and achieving project objectives and activities as defined in Exhibit A, in accordance with the conditions and terms stated in this Agreement and in the grant proposal approved by the California Community Colleges Chancellors Office.

5. Inability to complete performance: In the event that the Contractor cannot reasonably meet any or all of the obligations placed upon it by the terms of this Agreement, the Contractor shall immediately notify the South Orange County Community College District in writing. If within thirty (30) days, the Contractor remains unable to comply with the obligations under this Agreement, the Contractor shall seek modification in accordance with the procedures set forth in Section 6 of this Agreement. Nothing in this section shall be interpreted or construed as limiting the right of either party to terminate the Agreement in the manner set forth in Section 7 of this Agreement.

6. Amendments or Modifications: Either party may at any time during the term of this Agreement request amendments or modifications. Requests for same shall be in writing, specify the changes requested and the

rationale. Such requests shall be reviewed by both parties in accordance with the approved project and California Community College Chancellors Office grant compliance requirements. Should both parties agree to modifications of this Agreement, any amendments shall be drawn, approved, and executed in the same manner as the original contract.

7. Records access and maintenance: The Contractor shall have the affirmative duty to discover and to maintain what information is required by the California Community College Chancellor's Office grant pertaining to the project covered by this Agreement. The Contractor shall make this information available to South Orange County Community College District upon request.

8. Non-discrimination: In carrying out the project the Contractor shall not discriminate against any participant, enrollee, employee, or applicant because of race, age, religion, sex, national origin, handicap, political affiliation or belief.

9. Severability. The parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Agreement, which shall survive and continue in force an effect.

10. Indemnification: Contractor agrees to indemnify, defend and save harmless the State of California, the Board of Governors of the California Community Colleges, South Orange County Community College District, and its elected officials, its officers, employees and agents against all claims, demands, suits, judgments, expenses, and costs, if any, arising from or relating to the performance of project. South Orange County Community College District agrees to defend, indemnify and hold harmless Contractor, its officers, agents, and employees from any claims, suits, liabilities, penalties, fines, or damages resulting from any and all negligent acts or omissions arising from or alleged to arise from the performance of this Agreement.

11. Independent Contractor: Contractor herein is an independent Contractor and its officers, agents and employees shall not be considered officers, agents or employees of South Orange County Community College District.

12. Any notice, demands, or other communication required to be given under this Agreement by either party to the other shall be sufficiently given or delivered to the following address:

- a. For the Contractor, addressed or personally delivered to:
- b. For South Orange County Community College District, addressed or delivered to:

with a copy to:

Deputy Chancellor Gary Poertner
 South Orange County Community College District
 28000 Marguerite Parkway
 Mission Viejo, CA 92692

13. Fiscal limitations: South Orange County Community College District's fiscal obligation to the Contractor under this Agreement is limited to funds allocated and received for the project by South Orange County Community College District pursuant to its grant from the California Community Colleges Chancellors Office and shall not exceed \$18,365. The Contractor understands that payment will be contingent upon the submission of invoices to South Orange County Community College District.

South Orange County Community
 College District

Capistrano Unified School
 District

Printed Name: _____

Printed Name: _____

Title: Deputy Chancellor

Title: _____


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL OF CONSULTING AGREEMENTS, PURCHASE ORDERS,
AND COMMERCIAL WARRANTS**

BACKGROUND INFORMATION

Consulting agreements, purchase orders, and warrants have been processed in accordance with the rules and regulations of the Board of Education (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the attached lists of consulting agreements, Exhibit A, purchase orders, Exhibit B, and commercial warrants, Exhibit C. Exhibit D is a list of previously Board approved bids and contracts to assist in the review of the purchase order and warrant listings. The purchase orders total \$2,830,421.15 with funding coming from the following district funds. The warrants total \$3,903,410.47.

Total Purchase Order Board Listing by Fund		
May 11, 2009		
		<u>Total Amount</u>
Fund 01	General Fund	\$1,915,119.19
Fund 11	Adult Ed Fund	\$9,767.92
Fund 12	Child Development Fund	\$1,906.79
Fund 13	Cafeteria Fund	\$21,964.13
Fund 14	Deferred Maintenance Fund	\$7,715.40
Fund 23	Building Fund: GO Bond C	\$78,134.17
Fund 25	Capital Facilities Fund	\$94,070.22
Fund 69	Health & Welfare Fund	\$840.00
Fund 70	Property & Liability Fund	\$131,432.00
		\$2,260,949.82
CFD's	Mello-Roos	\$569,471.33
		\$2,830,421.15

Approval of Consulting Agreements/Purchase Orders/Commercial Warrants

May 11, 2009

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FINANCIAL IMPLICATIONS

The financial implications of the consulting agreements, purchase orders, and warrants included in this item have previously been authorized as part of the district's budget approval process.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Education approve the Consulting Agreements Listing attached as Exhibit A, the Purchase Order Listing attached as Exhibit B, and the Commercial Warrant Listing attached as Exhibit C.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano California

May 11, 2009

CONSULTANT AGREEMENT LISTING 2008-09

No.	Name	Amt.	Dates	Services To Be Provided	Funding Source
1.	Orange County Performing Arts Center	\$910	4/29/09	Assembly, "Puppets & Players Little Theatre" at Benedict Elementary	PTA
2.	Ocean Institute	\$1,410	4/1, 4/22, 4/24/2009	Assembly, "Watershed" at Benedict Elementary	PTA
3. *	Professional Tutors of America	\$9,990	7/1/08 – 6/30/09	Intensive Tutoring Services for Indian Education Students at CUSD	Indian Education Grant
4. *	PJHM Architects	\$22,935	12/8/06 – 12/7/11	Architectural Services for San Clemente High School Upper Campus Science Classroom Conversion	CFD 90-2 Mello Roos
5. *	Westshield Adolescent Services	\$20,000	7/1/08 – 6/30/09	Transportation Escort Services to CUSD Students Attending Residential Treatment Centers	Special Education Fund
6. *	The Imagination Machine	\$255	2/18/09	Assembly, Performance of "The Writing Show" at Palisades Elementary	PTA

Consultant Agreement Listing 2008/09

May 11, 2009

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No.	Name	Amt.	Dates	Services To Be Provided	Funding Source
7. *	S & L Enterprises	\$1,000	2/1/09 – 9/30/09	Nutritional Education & Physical Activity Demonstrations for Students & Parent Groups at Marco Forster, San Juan, Kinoshita, R.H. Dana & Las Palmas Schools	Food Services Nutrition Grant
8. *	PJHM Architects	\$35,000	12/8/06 – 12/7/11	Architectural Services for Gym Floor & Bleacher Replacement at Dana Hills High School	Deferred Maintenance
9. *	Orange County Department of Education	\$5,000	10/15/08 – 6/30/09	Conduct Data Collection, Analysis, Evaluation & Compliance Visitations for CUSD Enhancing Education Through Technology Program	EETT Federal Grant
10. *	Science on the Go, Inc.	\$610	9/23/08 – 6/30/09	Science Presentations at Wagon Wheel Elementary	PTA

Consultant Agreement Listing 2008/09

May 11, 2009

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No.	Name	Amt.	Dates	Services To Be Provided	Funding Source
11.	Discovery Science Center	\$550	4/15/09	Science Programs, "Fire & Ice" & "Reaction" at Benedict Elementary	PTA
12. *	PJHM Architects	\$3,500	12/8/06 – 12/7/11	Architectural Services for CUSD Modular Classroom Projects – Districtwide	Capital Facilities
13. *	PJHM Architects	\$4,659	12/8/06 – 12/7/11	Architectural Services for #6, Stadium & Additional Services La Pata at San Juan Hills High School	Mello Roos CFD 98-2
14. *	PJHM Architects	\$73	12/8/06 – 12/7/11	Architectural Services for Auxiliary Gym & Pool Building at San Clemente High School	Mello Roos CFD 90-2
15.	Pinnacle Landscape Co.	\$3,853	5/12/09 – 6/30/09	Installation of Four Planters to Support Science Curriculum at George White Elementary	Garden Grant
16.	Orange County Performing Arts Center	\$850	6/8/2009	Assembly, "We Tell Stories, Let Them Eat Books" at Reilly Elementary	PTA

Contract documents are on file in the Purchasing Department.

* Amendment to increase original contract dollar amount to provide further service.

** Amendment to extend term of agreement.

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting.....MAY 11, 2009

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
4755	89	DSA	BI:DSA /Fac Acq /SCHS	3,516.66
4756	87	COUNTY ORANGE TREASURER	Serv&Op /Fac Acq /Dstrctwd	8,191.28
	88		Serv&Op /Undesig /Dstrctwd	1,342.28
	89		Serv&Op /Fac Acq /Dstrctwd	2,369.56
	92		Serv&Op /Undesig /Dstrctwd	754.78
	94		Serv&Op /Undesig /Dstrctwd	367.78
	95		Serv&Op /Fac Acq /Dstrctwd	44.28
	98		Serv&Op /Fac Acq /Dstrctwd	3,332.78
	93		Serv&Op /Fac Acq /Dstrctwd	72.78
4757	89	HAWTHORNE LIFT SYSTEMS	NonCapEq/Fac Acq /SJHHS	6,626.63
4758	89	WLC ARCHITECTS INC	BI:Arch /Fac Acq /VDMMS	9,954.00
4759	87	MTGL	LndSpprt/Fac Acq /FNMS	525.30
4760	87	DSA	BI:DSA /Fac Acq /CVHS	53,511.86
4761	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	10,270.00
4762	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	49,738.94
4763	87	RUSCO INC	OthConst/Fac Acq /FNMS	57,300.00
4764	98	COMMERCIAL FENCE & IRON WORKS	OthConst/Fac Acq /SJHHS	6,297.00
4765	98	HARDY & HARPER INC	OthConst/Fac Acq /SJHHS	14,979.14
4766	89	CITY OF SAN CLEMENTE	SI:Const/Fac Acq /SCHS	250,000.00
4767	90	US BANK NATIONAL ASSOCIATION	Serv&Op /Fac Acq /Dstrctwd	2,475.00
4768	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	29,288.71
4769	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	15,584.60
4770	89	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SCHS	4,576.28
4771	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	34,108.94
4772	98	MTGL	BI:CTest/Fac Acq /SJHHS	4,242.75
18 Purchase Orders				\$569,471.33

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting.....MAY 11, 2009

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
91101	1	CDWG Inc	SplsNonI/Sch Adm /Dstrctwd	171.86
91102	1	APPERSON PRINT MANAGEMENT SVCS	InstMtls/Instrctn/Tesoro	159.77
91103	1	GOV CONNECTION INC	SplsNonI/Enterprs/Barcelon	240.55
91104	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/SCHS	1,057.26
91105	1	SO. COAST AIR QUALITY MGT DIST	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
91106	1	GOPHER ATHLETIC	SplsNonI/Sch Adm /Chaparal	945.44
91107	1	ACHIEVE TECHNOLOGY	Serv&Op /Instrctn/MssHills	1,280.00
91108	70	CORVEL CORPORATION	P/Yr Clm/Undesig /Dstrctwd	120,000.00
			Serv&Op /Enterprs/Dstrctwd	5,000.00
91109	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SMS	250.00
91110	1	CDWG Inc	InstMtls/Instrctn/Oak Grv	183.18
91111	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/Oak Grv	1,083.17
91112	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
91113	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
91114	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	26,395.94
91115	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	475.00
91116	25	COUNTY OF ORANGE	Serv&Op /Fac Acq /SCHS	168.40
91117	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
91118	1	SMARDAN SUPPLY COMPANY	SplsNonI/RR:Bldgs/DHHS	2,522.12
91119	1	USA SHADE & FABRIC STRUCTURES	Rntl:Oth/Sch Adm /BAMS	4,086.00
91120	1	HVAC MECHANALYSIS	Rntl:Oth/RR:Bldgs/DHHS	500.00
91121	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
91122	1	INTERSTATE MUSIC SUPPLY	SplsNonI/Sch Adm /SJHHS	394.04
91123	1	WEST-LITE SUPPLY CO INC	SplsNonI/Sch Adm /SJHHS	326.79
91124	1	CDWG Inc	SplsNonI/Bus Serv/Dstrctwd	376.05
91125	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	881.21
91126	1	DISCOUNT OFFICE SERVICES	SplsNonI/PuplTran/Dstrctwd	116.33
91127	1	CALIFORNIA WESTERN VISUALS	SplsNonI/SupvAdmn/Dstrctwd	3,170.13
91128	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/Dstrctwd	475.46
91129	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/FNMS	460.92
91130	13	POSITIVE PROMOTIONS	CANtrNet/FoodServ/Dstrctwd	3,189.32
91131	13	FORM PLASTICS COMPANY	Food Sup/FoodServ/Dstrctwd	15,000.00
91132	13	MEAL MAKER	CANtrNet/FoodServ/Dstrctwd	2,469.81
91133	1	CDWG Inc	NonCapEq/Instrctn/Oak Grv	6,777.48
91134	1	TRUSTEE OFFICE OF SHARON GRIER	Legal /SupvAdmn/Dstrctwd	4,249.77
91135	1	THOMPSON, KEVIN OR PAM	Serv&Op /SE0thIns/Dstrctwd	850.00
91136	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	1,000.00
91137	1	LYONS, ZACHARY	Serv&Op /Aid:Inst/Dstrctwd	300.00
91138	1	ROSS, JAMES AND NANCY	Serv&Op /SE0thIns/Dstrctwd	8,302.00
91139	1	KAKUDA, BARBARA	Serv&Op /SE0thIns/Dstrctwd	1,400.00
91140	1	KAMOROFF & ASSOC CLIENT TRUST	Legal /SupvAdmn/Dstrctwd	1,000.00
91141	1	FARRELL, MIN KIM AND DONALD	Serv&Op /SE0thIns/Dstrctwd	2,000.00
91142	1	YACOVONE, GREGG AND ALLISON	Serv&Op /SE0thIns/Dstrctwd	7,000.00
91143	1	WINTRODE, CHRIS	Serv&Op /Aid:Inst/Dstrctwd	1,715.00
91144	1	LAW OFFICE OF MAUREEN GRAVES	Legal /SupvAdmn/Dstrctwd	4,500.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting....MAY 11, 2009

PO No.	Fund	Vendor	Description	Amount
91145	1	COLLEGE BOUND SENIORS	Serv&Op /PuplTest/Dstrctwd	1,519.28
91146	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	3,543.90
91147	1	IMAGE 2000	InstMtls/Instrctn/Wood Cyn	500.00
91148	1	SEHI COMPUTER	SplsNonI/Sch Adm /Tesoro	92.79
91149	1	SEHI COMPUTER	SplsNonI/Sch Adm /GrgWhite	106.13
91150	1	MEDI KID CO	SplsNonI/HlthServ/Dstrctwd	100.51
91151	1	SANTA FE JEWELERS SUPPLY	InstMtls/Instrctn/CVHS	277.50
91152	12	HIGH/SCOPE FOUNDATION	SplsNonI/SupvAdmn/Dstrctwd	305.61
91153	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/VdelMarE	1,800.00
91154	1	SANTA ANA ZOO	FieldTrp/Instrctn/Palisade	240.00
91155		VOID	VOID	0.00
91156	1	B.E.S.T. ARTS CONFERENCE	CnfrNonI/PrntPart/Dstrctwd	144.00
91157	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	40.00
91158	1	LONG BEACH AQUARIUM	Serv&Op /Enterprs/ArroyoMS	975.00
91159	1	KERN COUNTY SUPERINTENDENT OF	CnfrNonI/StDev In/Dstrctwd	230.00
91160	1	CRYSTAL COVE STATE PARK	FieldTrp/Instrctn/Malcom	138.00
91161	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Viejo	276.00
91162	1	KERNS, SILAS	Serv&Op /Sch Adm /Dstrctwd	2,000.00
91163	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Libr&Med/Dstrctwd	20.00
91164	1	DELL COMPUTER	InstMtls/Enterprs/SCHS	1,219.65
91165	1	DELL COMPUTER	InstMtls/Instrctn/Oak Grv	1,401.92
91166	1	CITICAPITAL	Rnt&Repr/Instrctn/VarSites	965.00
91167	1	CITICAPITAL	Rnt&Repr/Instrctn/VarSites	2,346.12
91168	1	IKON FINANCIAL SERVICES	Rnt&Repr/Instrctn/VarSites	7,111.50
91169	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	5,280.00
91170	1	SACRAMENTO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	2,000.00
91171	1	ORANGE COUNTY DEPT OF ED	Serv&Op /Instrctn/SVCS	1,500.00
91172	1	EAGLE	St Rcpts/Undesig /Dstrctwd	1,768.18
91173	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	1,922.04
91174	1	INDUSTRIAL FORMULATORS INC	St Rcpts/Undesig /Dstrctwd	3,317.84
91175	1	PRIMARY PACKAGING RESOURCES	St Rcpts/Undesig /Dstrctwd	629.26
91176		VOID	VOID	0.00
91177		VOID	VOID	0.00
91178	1	CENTRALIA ELEM SCHOOL DISTRICT	Tui:Dist/IntrAgnc/Dstrctwd	28,500.00
91179	1	COMAN, STEVAN AND LAUREN	Serv&Op /Aid:Inst/Dstrctwd	12,500.00
91180	1	PATTULLO, ROCK AND KATHI	NPS /NPS /Dstrctwd	14,550.00
91181	1	LAW OFFICE OF MAUREEN GRAVES	Serv&Op /SE0thIns/Dstrctwd	18,000.00
91182	1	ATKINSON ANDELSON LOYA	Legal /Board /Dstrctwd	200,000.00
91183	1	MAYER-JOHNSON CO	Rnt&Repr/SE0thIns/Dstrctwd	417.42
91184	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	1,500.00
91185	1	DANIEL SMITH	InstMtls/Instrctn/DHHS	1,500.00
91186	1	ULINE	SplsNonI/Grph Art/Dstrctwd	262.44
91187	1	AP BY THE SEA	Conf:Ins/Instrctn/SJHHS	675.00
91188	1	PHILIP SERVICES CORPORATION	Serv&Op /Saf&Trng/Dstrctwd	2,144.52
91189	1	SADDLEBACK LANES	FieldTrp/Instrctn/LadraElm	1,470.00
91190	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	363.00
91191	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	1,000.00
91192	1	ORANGE COUNTY DEPT OF EDUC	FieldTrp/Instrctn/Del Obis	4,550.00
91193	11	ST CLEMENTS CHURCH	Rnt&Repr/Instrctn/Dstrctwd	600.00
91194	1	JOSTENS	InstMtls/Instrctn/Serra	150.08

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting....MAY 11, 2009

PO No.	Fund	Vendor	Description	Amount
91195	11	JOSTENS	SplsNonI/Sch Adm /Dstrctwd	117.75
91196	1	GUNTHER'S ATHLETIC SERVICE	NonCapEq/Instrctn/SJHHS	17,843.40
91197	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Oak Grv	31,310.00
91198	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/FNMS	74.64
91199	1	HOME DEPOT	InstMtls/Instrctn/CanVisteE	1,200.00
91200	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	127.98
91201		VOID	VOID	0.00
91202	1	OTICON	SplsNonI/HlthServ/Dstrctwd	606.55
91203	1	PEARSON EDUCATION	SplsNonI/Spch Aud/Dstrctwd	1,489.07
91204	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	104.75
91205	1	RANCHO SANTIAGO COLLEGE	Serv&Op /Instrctn/Wagon Wh	492.00
91206	1	SOUTH COAST FAMILY MEDI CENTER	SplsNonI/Saf&Trng/Dstrctwd	325.00
91207	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv&Op /Prsnl:HR/Dstrctwd	1,000.00
91208	1	RINCON TRUCK PARTS	Rntl:Oth/Dist Veh/Dstrctwd	15,000.00
91209	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	399.95
91210	1	ORANGE COUNTY PERFORMING ARTS	Serv&Op /Instrctn/Hiddn Hl	700.00
91211	1	DISCOVERY SCIENCE CENTER	CnsltIns/Instrctn/San Juan	665.00
91212	1	ETS - CFASST	SplsNonI/SupvAdmn/Kinoshta	5,000.00
91213	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	374.00
91214	11	AMERICAN COUNCIL ON EDUCATION	SplsNonI/Sch Adm /Dstrctwd	4,737.56
91215	1	DELL COMPUTER	InstMtls/Enterprs/VDMMS	44.89
91216	1	ESCO EAR SERVICE CORP	SplsNonI/HlthServ/Dstrctwd	55.00
91217	13	SNAK CLUB	FdPrshbl/FoodServ/Dstrctwd	1,135.00
91218	13	SOUTH COAST WATER DISTRICT	OpSupp /FoodServ/DHHS	150.00
91219	1	DRIVELINES INCORPORATED	Rntl:Oth/Dist Veh/Dstrctwd	238.14
91220	1	SO COUNTY PROTECTIVE WEAR	SplsNonI/Dist Veh/Dstrctwd	622.56
91221	1	SHORECLIFFS AUTO SERVICE	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
91222	1	SOUTHERN COUNTIES OIL CO	Ppl Tran/PuplTran/Dstrctwd	100,000.00
91223	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	146.53
91224	1	PRO-ED	SplsNonI/PsychSer/Dstrctwd	115.67
91225	1	DEWEYS HOME APPLIANCES	NonCapEq/Instrctn/Dstrctwd	1,406.14
91226	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA HLTH/Dstrctwd	702.00
91227	12	TROXELL COMMUNICATIONS INC	SplsNonI/SupvAdmn/Dstrctwd	195.75
91228	1	TROXELL COMMUNICATIONS INC	SplsNonI/Sch Adm /DHHS	306.68
91229	1	VISITING NURSE ASSOC	NPA /NPA HLTH/Dstrctwd	85.00
91230	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	684.04
			SplsNonI/StDev In/Dstrctwd	433.91
91231	1	HOPE PUBLISHING	SplsNonI/Spch Aud/Dstrctwd	31.75
91232	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/Spch Aud/Dstrctwd	327.34
91233	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	1,139.70
91234	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	506.78
91235	1	MCGRAW-HILL/SRA	InstMtls/SEOthIns/Dstrctwd	1,313.80
91236	1	LAMA	InstMtls/Instrctn/LRMS	500.00
91237	1	NASCO WEST	InstMtls/Instrctn/AVMS	2,067.00
91238	1	KIDS DISCOVER	InstMtls/Instrctn/DHHS	222.78
91239	1	CROSSBOW EDUCATION CORP	InstMtls/Instrctn/Bergeson	101.12
91240	1	HEINEMANN	InstMtls/Instrctn/Tijeras	1,595.51
91241	11	GREAT SOURCE EDUC	InstMtls/Instrctn/Dstrctwd	320.36
91242	25	DSA	BI:DSA /Fac Acq /DHHS	57,113.27
91243	1	MUZEEK WORLD	InstMtls/Instrctn/ANHS	3,044.92

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PO No.	Fund	Vendor	Description	Amount
91244	1	RAYNE WATER SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	75.00
91245	1	SOLAG / CR&R	Op&Hskpg/Opr:Util/Dstrctwd	101,000.00
91246	1	PEARSON ASSESSMENTS	InstMtIs/SEOthIns/Dstrctwd	1,591.15
91247	1	MCGRAW-HILL/SRA	InstMtIs/SDCInstr/Dstrctwd	4,131.65
91248	1	RENAISSANCE LEARNING	Rnt&Repr/SEOthIns/Dstrctwd	200.00
91249	1	GREAT WESTERN PARK & PLAYGRD	Rntl:Oth/RR:Bldgs/Las Palm	781.45
91250	1	SWEETWATER SOUND	InstMtIs/Instrctn/LRMS	56.80
91251	1	SCHOOL SPECIALTY	InstMtIs/Enterprs/Castille	1,367.14
91252	1	HANDWRITING W/O TEARS	InstMtIs/Instrctn/Lobo	23.68
91253	1	LOCKETT LEARNING SYSTEMS	SpIsNonI/SupvAdmn/Dstrctwd	534.38
91254	1	SOUTHWEST SCHOOL SUPPLY	InstMtIs/Instrctn/Barcelon	200.00
91255	1	CORPORATE EXPRESS	SpIsNonI/Sch Adm /Don Juan	154.14
91256	1	SEHI COMPUTER	InstMtIs/Instrctn/FNMS	369.36
91257	1	SEHI COMPUTER	InstMtIs/Enterprs/VDMMS	288.54
91258	1	KONICA MINOLTA BUSINESS SYS	Rntl:Oth/Sch Adm /Dstrctwd	213.01
91259	1	LIFETIME MEMORY PRODUCTS INC	SpIsNonI/Enterprs/VDMMS	259.37
91260	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/Sch Adm /Marblehd	178.10
91261	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/RR:Bldgs/AVMS	2,246.40
91262	1	DELL COMPUTER	NonCapEq/Instrctn/Lobo	1,348.86
91263	1	DELL COMPUTER	NonCapEq/Sch Adm /Oak Grv	1,604.26
91264	1	DELL COMPUTER	SpIsNonI/Sch Adm /HankeyMS	147.89
91265	1	APPLE COMPUTER INC	InstMtIs/Enterprs/Tesoro	1,425.22
91266	1	SCHOOL SPECIALTY	NonCapEq/Sch Adm /Concordi	1,691.43
91267	1	APPLE COMPUTER INC	InstMtIs/Enterprs/VDMMS	1,270.19
91268	1	APPLE COMPUTER INC	InstMtIs/Enterprs/VDMMS	1,270.19
91269	1	DELL COMPUTER	InstMtIs/Enterprs/Tesoro	802.13
91270	1	SCANTRON	SpIsNonI/SupvAdmn/Kinoshta	76.68
91271	1	SOUTHWEST SCHOOL SUPPLY	SpIsNonI/Sch Adm /Marblehd	94.60
91272	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	4,184.85
91273	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	4,153.61
91274	1	DELL COMPUTER	NonCapEq/Enterprs/Tesoro	802.13
91275	1	DANBRU WIRE & CABLE INC	InstMtIs/Instrctn/MFMS	167.47
91276	1	SEHI COMPUTER	InstMtIs/Instrctn/LFMS	618.23
91277	1	SCANTRON	InstMtIs/PuplTest/Dstrctwd	888.00
91278	1	SEHI COMPUTER	InstMtIs/Instrctn/Tesoro	618.23
91279	1	WESTERN STATES INC	InstMtIs/Instrctn/SMS	25,000.00
91280	11	CA DEPT OF ED	Serv&Op /Instrctn/Dstrctwd	1,700.00
91281	1	TRUMAN BENEDICT PTA	Ins Aide/Instrctn/Benedict	6,749.00
91282	12	ELLSWORTH & VANDERMEER PRESS	SpIsNonI/Pup Serv/Dstrctwd	293.63
91283	1	ORIENTAL TRADING COMPANY INC	InstMtIs/Instrctn/Marblehd	116.49
91284	1	STAPLES BUSINESS ADVANTAGE	InstMtIs/Instrctn/LadraElm	46.53
91285		VOID	VOID	0.00
91286	1	CAL-STATE AUTO PARTS INC	Ppl Tran/PuplTran/Dstrctwd	2,500.00
			SpIsNonI/Dist Veh/Dstrctwd	2,500.00
91287	1	FACTORY MOTOR PARTS	Ppl Tran/PuplTran/Dstrctwd	2,500.00
			SpIsNonI/Dist Veh/Dstrctwd	2,500.00
91288	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	2,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	2,500.00
91289	1	PRECISION TUNE AUTO CARE	Rntl:Oth/PuplTran/Dstrctwd	750.00
			Rntl:Oth/Dist Veh/Dstrctwd	4,250.00

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PO No.	Fund	Vendor	Description	Amount
91290	1	ROADWAYS INT INC	Charter /DW Undst/Dstrctwd	30,000.00
91291	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	30,000.00
91292	1	CDWG Inc	InstMtls/Instrctn/LFMS	1,117.95
91293	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	684.04
91294	1	BARRETT-ROBINSON INC	InstMtls/Instrctn/Dstrctwd	350.33
91295	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	118.75
91296	1	MODERN SIGNS PRESS INC	SplsNonI/HlthServ/Dstrctwd	171.35
91297	1	SAM H STROICH & SONS	Rntl:Oth/RR:Bldgs/SCHS	800.00
91298	1	ENABLING DEVICES	SplsNonI/HlthServ/Dstrctwd	60.09
91299	12	PLAK SMACKER	SplsNonI/Pup Serv/Dstrctwd	25.48
91300	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SMS	300.00
91301	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/Sch Adm /Tesoro	511.56
91302	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	750.00
91303	11	GLENCOE DIV OF	InstMtls/Instrctn/Dstrctwd	175.07
91304	1	GEOLOGICAL SOCIETY OF AMERICA	InstMtls/Instrctn/LFMS	295.84
91305	1	VIRGIL STEWART DBA PUPPIES	Serv&Op /Instrctn/LF Elem	480.00
91306	1	MAJOR CLEANUP INC	Rntl:Oth/RR:Bldgs/Tesoro	2,190.00
91307	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	1,427.89
91308	1	THOUSAND PINES OUTDOOR SCHOOL	PrepdExp/Undesig /Dstrctwd	15,482.88
91309	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Chaparal	1,512.00
91310	1	STARR RANCH SANCTUARY	FieldTrp/Instrctn/Reilly	680.00
91311	1	OCEAN INSTITUTE	Serv&Op /Enterprs/Tijeras	3,375.00
91312	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	794.00
91313	11	ADMINISTRATIVE SOFTWARE	Serv&Op /Instrctn/Dstrctwd	1,287.18
91314	1	CB RANCH ENTERPRISES	FieldTrp/Instrctn/Benedict	1,050.00
91315	1	CHEF TOYS	InstMtls/Instrctn/Dstrctwd	600.00
91316	1	WAL MART L.N.	InstMtls/SEOthIns/Dstrctwd	500.00
91317	1	RALPHS GROCERY CO	InstMtls/PuplTest/Dstrctwd	250.00
91318	1	WAL MART L.N.	InstMtls/PuplTest/Dstrctwd	250.00
91319	1	GOPHER ATHLETIC	InstMtls/Instrctn/Hiddn Hl	399.96
91320	1	SAMY'S CAMERA	InstMtls/Instrctn/CVHS	4,115.79
91321	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	825.00
91322	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	2,475.00
91323	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	770.00
91324	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	1,301.74
91325	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	1,301.74
			NonCapEq/SupvAdmn/Dstrctwd	2,052.11
91326	1	LIFETIME MEMORY PRODUCTS INC	SplsNonI/StDev In/Dstrctwd	23.93
91327	1	APPERSON PRINT MANAGEMENT SVCS	InstMtls/Instrctn/CVHS	1,928.13
91328	1	DELL COMPUTER	InstMtls/Instrctn/SMS	133.10
91329	1	SPECTRUM SOLUTIONS DBA	Serv&Op /Instrctn/Dstrctwd	24,308.70
91330	1	BADEN SPORTS INC	InstMtls/Instrctn/Malcom	31.53
91331	1	WILLIAM V MACGILL & CO	SplsNonI/Sch Adm /Ambuehl	114.93
91332	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	2,988.00
91333	1	SILVER STATE COACH INC.	Charter /DW Undst/Dstrctwd	10,000.00
91334	14	PACIFIC MOBILE HOME CONS	Rntl:Oth/RR:Bldgs/Serra	7,715.40
91335	1	CALIFORNIA DEPT. OF EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	270.00
91336	1	WILLIAM V MACGILL & CO	SplsNonI/Sch Adm /Del Obis	19.99
91337	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	94.93
91338	1	SEHI COMPUTER	SplsNonI/HlthServ/Dstrctwd	775.80

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PO No.	Fund	Vendor	Description	Amount
91339	1	DELL COMPUTER	NonCapEq/Instrctn/SCHS	1,628.08
91340	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	10,283.23
91341	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	391.49
91342	1	PEARSON EDUCATION	SplsNonI/Spch Aud/Dstrctwd	354.08
91343	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	348.00
91344	1	DELL COMPUTER	InstMtls/Instrctn/Tesoro	87.25
91345	11	AMERICAN COUNCIL ON EDUCATION	SplsNonI/Sch Adm /Dstrctwd	830.00
91346	12	WILLIAM V MACGILL & CO	SplsNonI/Pup Serv/Dstrctwd	250.51
91347	13	CALIFORNIA DEPT. OF EDUCATION	CnfrNonI/FoodServ/Dstrctwd	20.00
91348	69	TRAVIS SOFTWARE	SplsNonI/Enterprs/Dstrctwd	840.00
91349	1	MONTGOMERY HARDWARE COMPANY	SplsNonI/RR:Bldgs/Las Palm	1,500.00
91350	1	ABATEC INC	Rntl:Oth/RR:Bldgs/Dstrctwd	550.00
91351	1	DEWEYS HOME APPLIANCES	InstMtls/Instrctn/Dstrctwd	326.25
91352	1	MISSION VIEJO GLASS	SplsNonI/RR:Bldgs/Dstrctwd	6,000.00
91353	1	DUNN-EDWARDS CORP	SplsNonI/RR:Bldgs/Dstrctwd	6,000.00
91354	1	CDWG Inc	InstMtls/Instrctn/Castille	157.81
91355	1	ALLIANCE DATACOM	NonCapEq/Instrctn/Dstrctwd	2,200.00
91356	1	DELL COMPUTER	InstMtls/Enterprs/VDMMS	44.89
91357	12	SCHOOL HEALTH CORP	SplsNonI/Pup Serv/Dstrctwd	795.58
91358	1	CASBO	PrepdExp/Undesig /Dstrctwd	560.00
91359	1	MOE, KENNETH L	Serv&Op /Instrctn/SMS	660.00
91360	1	DELL COMPUTER	InstMtls/Enterprs/DJAMS	134.68
91361	1	DELL COMPUTER	InstMtls/Enterprs/DJAMS	134.68
91362	1	DISCOUNT OFFICE SERVICES	SplsNonI/PuplTran/Dstrctwd	213.17
91363	1	TROKELL COMMUNICATIONS INC	InstMtls/Instrctn/Concordi	343.65
91364	1	ORANGE COUNTY PERFORMING ARTS	CnsltIns/Instrctn/Wood Cyn	1,625.00
91365	23	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Hankey	158.45
91366	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Enterprs/Arroyo V	450.00
91367	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	12,422.04
91368	1	MOTIVATIONAL MEDIA ASSEMBLIES	Serv&Op /Instrctn/VDMMS	749.00
91369	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	6,671.66
91370	23	BERGMAN & DACEY INC	Bldg Imp/Fac Acq /Dstrctwd	75,000.00
91371	23	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Arroyo V	2,975.72
91372	1	IMAGINATION MACHINE	Serv&Op /Instrctn/Lgna Nig	895.00
91373	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	17,525.00
91374	1	VAVRINEK TRINE DAY & CO LLP	Serv&Op /SngleAud/Dstrctwd	80,000.00
91375	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	169.85
91376	1	IMAGINATION MACHINE	Serv&Op /Instrctn/Hiddn Hl	895.00
91377	1	ORANGE COUNTY PERFORMING ARTS	Serv&Op /Instrctn/CanViste	475.00
91378	1	METAMORPHOSIS ENTERPRISES	Serv&Op /Instrctn/Wagon Wh	745.00
91379	1	SALOMONE, ANGELA	CnsltIns/Instrctn/Dstrctwd	400.00
91380	1	MOBILE ED PRODUCTIONS INC	CnsltIns/Instrctn/Moulton	695.00
91381	1	FASTENATION INC	SplsNonI/SupvAdmn/Dstrctwd	124.93
91382	1	DALE F. HARDEMAN TRUST ACCOUNT	Legal /SupvAdmn/Dstrctwd	5,970.00
91383	1	BOCKLER, BRIAN & TINA	Serv&Op /SEOthIns/Dstrctwd	7,014.00
91384	1	BLIND CHILDRENS LEARNING CTR	NPS /NPS /Dstrctwd	1,530.00
91385	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	17,164.15
91386	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	3,526.50
91387	1	RANGEL-FRIEDMAN, DEBORAH	Residtl /NPS /Dstrctwd	1,400.00
91388	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	9,653.16

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PO No.	Fund	Vendor	Description	Amount
91389	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus Serv/Dstrctwd	375.00
91390	1	UNITED RENTALS	SpplsNonI/Warehse /Dstrctwd	80.00
91391	1	CDWG Inc	SpplsNonI/Sch Adm /Lobo	84.93
91392	12	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	40.23
91393	1	CORPORATE EXPRESS	InstMtls/Enterprs/SCHS	1,019.88
91394	1	CORPORATE EXPRESS	InstMtls/SEOthIns/Dstrctwd	29.54
91395	1	ORANGE COUNTY THERAPY SERVICE	NPA /NPA HLTH/Dstrctwd	24,999.00
			Sub NPA /NPA HLTH/Dstrctwd	37,001.00
91396	1	DEAFINITELY PROFESSIONAL	CnsltIns/Aid:Inst/Dstrctwd	9,999.00
			SubInCon/Aid:Inst/Dstrctwd	36,001.00
91397	1	SATO, YOKO	SpplsNonI/Sch Adm /NHMS	429.92
91398	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	20,000.00
91399	1	BACK TO NATIVES RESTORATION	Serv&Op /Instrctn/San Juan	650.00
91400	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,808.75
91401	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91402	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	13,008.76
91403	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	7,272.50
91404	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	10,584.59
91405	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	11,232.92
91406	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,160.43
91407	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	12,120.84
91408	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91409	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	14,545.01
91410	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	2,424.17
91411	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	10,584.59
91412	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	6,384.58
91413	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,808.75
91414	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	7,272.50
91415	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	7,272.50
91416	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,160.43
91417	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	11,232.92
91418	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	14,545.01
91419	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91420	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91421	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	16,245.68
91422	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,808.75
91423	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,160.43
91424	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91425	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	10,584.59
91426	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	12,120.84
91427	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	17,857.10
91428	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	7,272.50
91429	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,160.43
91430	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	2,663.77
91431	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	13,074.53
91432	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	8,160.43
91433	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91434	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	16,969.18
91435	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	11,472.52
91436	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67

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PO No.	Fund	Vendor	Description	Amount
91437	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	9,696.67
91438	1	SCOTT FORESMAN	PrepdExp/Undesig /Dstrctwd	24,241.68
91439	1	XPEDX	St Rcpts/Undesig /Dstrctwd	23,476.95
91440	1	M&M PAPER CO	St Rcpts/Undesig /Dstrctwd	1,539.90
91441	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	127.22
91442	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	254.48
91443	1	WAXIE	St Rcpts/Undesig /Dstrctwd	105.71
91444	1	CREATIVE ENGINE	InstMtls/Instrctn/CVHS	468.93
91445	1	DISCOUNT OFFICE SERVICES	SplsNonI/StDev In/Dstrctwd	500.00
91446	1	AMERICAN LOGISTICS COMPANY LLC	Serv&Op /PuplTran/Dstrctwd	20,000.00
91447	1	ACES	NPA /NPA /Dstrctwd	312.50
91448	1	BEATEG, KAREN	Serv&Op /HlthServ/Dstrctwd	475.00
			Serv&Op /Spch Aud/Dstrctwd	475.00
91449	1	BROWN RPT, SUSAN	NPA /NPA HLTH/Dstrctwd	3,780.00
91450	1	BERG RYAN OD MS ED, JULIE	NPA /NPA /Dstrctwd	1,425.00
91451	1	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Saf&Trng/Dstrctwd	940.00
91452	1	CALIF. SCHOOL BOARDS ASSOC	CnfrNonI/Board /Dstrctwd	41.00
91453	1	CSUSM EXTENDED STUDIES	PrepdExp/Undesig /Dstrctwd	620.00
91454	1	CITY OF SANTA ANA	FieldTrp/Instrctn/Viejo	270.00
91455	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Moulton	900.00
91456	1	WAL MART S.C.	InstMtls/PrntPart/Dstrctwd	350.00
91457	1	LEGOLAND	FieldTrp/Instrctn/Crn Vlly	773.00
91458	1	COMPUMASTER	Conf:Ins/Instrctn/Dstrctwd	199.00
91459	1	SEHI COMPUTER	SplsNonI/StDev In/Dstrctwd	340.54
91460	1	GOV CONNECTION INC	InstMtls/Instrctn/CVHS	35.07
91461	1	DELL COMPUTER	InstMtls/Instrctn/CVHS	2,676.75
91462	1	DELL COMPUTER	NonCapEq/SE0thIns/Dstrctwd	3,600.03
91463	1	ATTAINMENT COMPANY	InstMtls/SupvAdmn/Dstrctwd	2,371.69
91464	1	DYNAVOS SYSTEMS INC	SplsNonI/HlthServ/Dstrctwd	357.25
91465	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	65,546.35
91466	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,932.00
91467	1	LIFETIME MEMORY PRODUCTS INC	SplsNonI/Bus Serv/Dstrctwd	43.50
91468	1	ALLIANCE DATACOM	NonCapEq/Instrctn/MFMS	2,000.00
91469	1	THORS REPTILE FAMILY	Serv&Op /Instrctn/Bathgate	550.00
91470	1	SCHOOL SERVICES OF CALIFORNIA	Serv&Op /Instrctn/Dstrctwd	7,000.00
91471	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/Dstrctwd	6,187.05
91472	1	SEHI COMPUTER	SplsNonI/FacPlann/Dstrctwd	220.93
91473	1	BETTER BUSINESS RECORDS	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
91474	1	CAPO VALLEY WATER DIST	Op&Hskpg/Opr:Util/Dstrctwd	34,000.00
91475	1	ABATEC INC	Rntl:Oth/RR:Bldgs/SCHS	100.00
91476	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
91477	1	LARMAC	Rntl:Oth/Op:Grnds/OsoGrand	3,110.00
91478	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/Sch Adm /Concordi	10,000.00
91479	1	KNORR POOL SYSTEMS INC	SplsNonI/RR:Bldgs/Tesoro	11,871.00
91480	1	MARMOLIJO, MANUEL	SplsNonI/Sch Adm /Tesoro	351.52
91481	1	DANA PACIFIC LANDSCAPING	SplsNonI/RR:Bldgs/Dstrctwd	3,350.00
91482	1	TIME CLOCK SALES SERVICE	Rntl:Oth/Bus Serv/Dstrctwd	236.00
91483	1	HARDY & HARPER INC	NonCapEq/Enterprs/SJHHS	10,013.00
91484	1	KITCHENAID VIP	InstMtls/Instrctn/Dstrctwd	1,354.99
91485	1	SAX ARTS & CRAFTS	InstMtls/Instrctn/AVMS	4,082.76

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting.....MAY 11, 2009

PO No.	Fund	Vendor	Description	Amount
91486	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Hankey	1,691.62
91487	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Hankey	788.88
			InstMtls/Instrctn/Dstrctwd	525.92
91488	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Castille	418.91
91489	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	9,625.28
91490	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	695.00
91491	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	695.00
91492	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Concordi	695.00
91493	1	RILEY'S FARM	Serv&Op /Instrctn/Palisade	1,372.00
91494	1	MUSEUM OF TOLERANCE	Serv&Op /Enterprs/ArroyoMS	1,300.00
91495	1	BEYOND TECHNOLOGY	Serv&Op /Instrctn/CVCS	8,600.00
91496	1	COMPUTER SECURITY PROD	InstMtls/Instrctn/Del Obis	96.78
91497	1	DELL COMPUTER	SplsNonI/Enterprs/NHMS	675.00
91498	1	DELL COMPUTER	InstMtls/Enterprs/NHMS	75.00
91499	1	DELL COMPUTER	InstMtls/Instrctn/NHMS	225.00
			394 Purchase Orders	\$2,260,949.82

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
137877	ALISO VIEJO COMMUNITY ASSN	PO-283250	1,697.55
137878	APPLE COMPUTER INC	PO-090550	2,613.23
137879	CINTAS	PO-282313	165.38
137880	CINTAS CORP	PO-281626	60.20
137881	DELL MARKETING L P	PO-283246	5,113.18
137882	IKON FINANCIAL SERVICES	PO-280561	964.37
		PO-280821	1,346.89
		PV-095315	888.95
137883	IMAGE 2000	PO-280347	596.92
		PO-282010	778.51
137884	MARLIN LEASING	PO-280563	253.21
		PO-280801	290.93
		PO-281268	534.43
137885	MOULTON NIGUEL WATER	PO-280365	2,025.42
137886	MWB BUSINESS SYSTEMS	PO-281034	573.32
137887	ROADWAYS INTERNATIONAL INC	PV-095326	2,180.00
137888	SAN DIEGO GAS & ELECTRIC	PO-280369	69,094.26
137889	SANTA MARGARITA WATER	PO-280346	990.34
137890	SILVER STATE COACH INC.	PV-095327	1,106.43
137891	SMART & FINAL	PO-090515	188.49
		PO-280287	31.64
		PO-280818	157.60
		PO-282017	55.57
		PO-282388	103.93
		PO-282455	90.64
137892	SO CAL GAS CO	PO-280345	9,250.12
137893	TRANSPORTATION CHARTER SERVICE	PV-095328	9,155.00
137894	TROXELL COMM INC	PO-090707	77.58
		PO-090824	303.86
137895	CAMPBELL, GARY D	PO-283234	1,700.00
137896	MOBILE MODULAR	PO-281831	610.00
137897	SMART & FINAL	PO-280108	108.16
137898	MARTINEZ, RANDI	PV-095306	15.00
137899	MCCLURE, MELINDA	PV-095318	26.00
137900	MISCHEL, KYLE	PV-095293	21.00
137901	MOE, KENNETH L	PV-095300	140.49
		PV-095322	154.74
137902	O'DONNELL, INGA W	PV-095301	27.00
137903	PFIRRMANN, CHARLES	PV-095316	31.00
137904	ROULINAVAGE, DEANNA	PV-095287	29.79
137905	SAN JUAN ELEMENTARY PTA	PV-095317	192.96
137906	SAPP, BROOKE	PV-095319	10.00
137907	SMITH-ENGELERDT, SHANE	PV-095298	15.00
137908	SNOWDEN, MARYBETH	PV-095289	21.55
137909	SPOON, TROY	PV-095299	71.00

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Warrant Number	Name of Payee	Reference Number	Amount
137910	STRICKLAND, GERRY	PV-095305	302.16
137911	TAMBAKIS, JENNIFER	PV-095313	78.00
137912	TESTMAN, KYLE	PV-095303	18.00
137913	THIBEAU, LORI	PV-095290	25.85
137914	THIBEAULT, NICHOLAS	PV-095324	8.00
137915	THORNSLEY, CRAIG	PV-095304	16.00
137916	TORRES, LUIS	PV-095308	17.00
137917	TRUMAN BENEDICT PTA	PV-095307	6,749.00
137918	VAZQUEZ, LUIS	PV-095310	19.00
137919	VESQUE, MADELYNN	PV-095288	16.79
137920	VIERA, DANIELLE	PV-095311	12.00
137921	WOLFF, CASSIDY	PV-095295	18.00
137922	ZAHEDI, BAHMAN	PV-095294	16.00
137923	MOHAMMADPOUR, LILLY	PV-095302	75.00
137924	NELSON, SHIRLEY	PV-095291	30.00
137925	STEVENS, OREL ANN	PV-095292	53.10
137926	PENDLETON, SHANNON	PV-095309	185.00
137927	SMITH, PAMELA	PV-095323	212.62
137928	ACES	PO-280883	4,006.10
		PO-282159	2,125.00
137929	AUTISM BEHAVIOR CONSULTANTS	PO-283560	6,261.50
137930	AUTISM SPECTRUM CONSULTANTS	PO-090600	5,501.00
137931	BLIND CHILDRENS LRNG CTR	PO-091012	2,543.00
		PO-282140	834.00
		PO-283553	855.00
137932	CARES	PO-281727	260.00
137933	CATHEDRAL HOME FOR CHILDREN	PO-090608	3,040.00
		PO-090612	3,040.00
		PO-091033	152.00
		PO-281094	3,040.00
		PO-281095	3,040.00
		PO-281096	3,040.00
137934	CENTER FOR AUTISM &	PO-281219	4,203.78
137935	CINNAMON HILLS SCHOOL	PO-091014	1,215.00
		PO-091017	239.00
137936	DEVEREUX TEXAS TREATMENT	PO-090611	2,518.80
		PO-281093	1,259.40
		PO-284152	2,518.80
137937	EDUCATIONAL BASED SERVICES	PO-281802	5,736.88
137938	GOODWILL INDUSTRIES	PO-280673	3,960.00
137939	GOODWILL SOLAC/LINKS	PO-090765	1,500.00
137940	HERITAGE CENTER	PO-280197	1,836.00
137941	JANNEY, MICHAEL & VANESSA	PO-090969	270.00
		PO-282866	45.45
		PO-282868	2,430.00

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Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
137942	JANNEY, MICHAEL AND VANESSA	PO-090760	1,325.66
137943	KAKUDA, BARBARA	PO-283886	1,100.00
137944	LEISURE CARE	PO-280186	6,042.00
137945	LOYER, LAW OFFICES OF KATHLEEN	PO-090489	3,000.00
137946	NEW HAVEN SCHOOL	PO-091015	2,684.00
137947	OAK GROVE INSTITUTE	PO-284151	2,465.63
137948	OCEANVIEW SCHOOL	PO-090604	120.00
		PO-281102	2,736.00
		PO-282292	2,000.00
137949	ORANGE CTY TESTING SERV	PO-281669	84.00
137950	PHILLIPS, TODD AND/OR KIMBERLY	PO-091016	682.21
137951	PILOT, KEVIN	PO-281120	676.43
137952	SAILS - MAR VISTA SCHOOLS	PO-091011	2,712.63
137953	SANDOR, LASZLO/COURTENAY	PO-281163	410.41
137954	SPEECH PATHOLOGY GROUP INC	PO-283810	5,440.00
137955	FEDEX KINKOS	PO-091072	701.46
137956	A Z BUS SALES INC	PO-281059	2,434.67
137957	ADVANTAGE RADIATOR	PO-281060	273.69
137958	ALISO VIEJO AUTO SERVICE	PO-281708	1,763.36
137959	ARAMARK UNIFORM SERVICE	PO-281371	391.01
137960	BLAIRS TOWING	PO-090559	250.00
137961	CAL-STATE AUTO PARTS INC	PO-281377	1,200.48
137962	CARLOS GUZMAN INC	PO-281381	12,217.40
137963	CDWG Inc	PO-090617	829.68
137964	CLEAN ENERGY	PO-090558	6,524.99
137965	FACTORY MOTOR PARTS	PO-281053	980.09
137966	FEDERAL EXPRESS CORP	PO-280932	1,235.27
137967	FISHER SCIENTIFIC	PO-284031	80.95
137968	FLAGHOUSE INC	PO-284086	36.88
137969	FREEWAY AUTO SUPPLY & MACHINE	PO-090088	430.98
137970	FRICTION MATERIALS CO.	PO-281379	2,364.47
137971	GOPHER ATHLETIC/SPORTS	PO-090389	202.42
		PO-091106	945.44
		PO-282627	472.72
137972	GOV CONNECTION INC	PO-090743	44.93
137973	HAAN CRAFTS	PO-282616	528.96
137974	HEINEMANN	PO-090681	946.36
137975	INTERSTATE BATTERIES	PO-281058	1,313.24
137976	LIFETIME MEMORY PRODUCTS INC	PO-090793	23.17
137977	LOS ANGELES FREIGHTLINER	PO-281378	103.78
137978	LUCK'S MUSIC LIBRARY	PO-282829	313.97
137979	YMCA OF ORANGE COUNTY	PO-281139	8,500.25
137980	PLANNING CENTER, THE	PO-281198	60.00
		PO-284108	6,582.17
		PO-284111	6,535.97

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Warrant Number	Name of Payee	Reference Number	Amount
137981	WLC ARCHITECTS INC	PO-090763	3,390.20
		PO-090764	10,895.34
		PO-283275	84,636.18
137982	CITY OF SANTA ANA	PO-091092	390.00
137983	AQUARIUM OF THE PACIFIC	PO-283469	900.00
137984	CENTENNIAL HERITAGE MUSEUM	PO-283874	560.00
137985	CITY OF SANTA ANA	PO-091090	450.00
		PO-091091	300.00
137986	COLONIAL CHESTRFIELD AT	PO-282804	1,864.80
137987	MISSION SAN JUAN CAPISTRANO	PO-284015	428.00
137988	OCEAN INSTITUTE	PO-283148	3,375.00
137989	PRIMARY FOCUS	PO-091085	100.00
137990	SADDLEBACK VLY SCH DIST	PO-284012	1,547.00
137991	TUCKER WILDLIFE SANCTRY	PO-090649	1,008.00
137992	SO. COAST AIR QUALITY MGT DIST	PO-091105	5,000.00
137993	AT&T-CALNET2	PO-283838	13,232.30
137994	MOORE'S SEWING MACHINE	PO-090929	471.47
137995	MUNICIPAL UNDERGROUND SERVICES	PO-280394	1,662.50
137996	PEPPER-LOS ANGELES, J W	PO-090116	189.18
137997	PRO-ED	PO-090453	161.70
137998	PSOC-WATERLINES TECHNOLOGIES	PO-282399	659.95
137999	READ NATURALLY	PO-090740	627.00
138000	RENAISSANCE LEARNING INC.	PO-090713	242.76
		PO-090715	175.82
138001	RENAISSANCE LEARNING INC	PO-090121	24,171.47
138002	RHINOTEK COMPUTER PRODUCTS	PO-090486	485.86
138003	RINCON TRUCK PARTS	PO-090984	3,280.95
138004	RIVERSIDE PUBL CO	PO-090048	176.08
138005	SAF-COM SUPPLY	PO-280372	375.26
138006	SARGENT-WELCH/VWR SCIENT	PO-091083	199.95
		PO-283898	36,045.21
138007	SEHI COMPUTER	PO-090094	53.46
		PO-090502	576.14
		PO-090657	92.79
		PO-090662	142.67
		PO-090664	1,226.88
		PO-090668	613.33
		PO-090699	88.04
		PO-090778	632.12
		PO-090779	61.85
		PO-283890	305.60
138008	SOUTHERN COUNTIES OIL CO	PO-091084	20,081.74
		PO-281370	6,982.45
138009	SPINITAR	PO-090498	2,132.12

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
138010	SPORTS FACILITIES GROUP INC	PO-090521	14,435.00
		PO-280393	13,775.00
138011	VISTA PAINT CORP	PO-280406	204.94
138012	PAUL H. BROOKES PUBLISHING CO	PO-090458	125.40
138013	SEHI COMPUTER	PO-090698	291.56
138014	SO COAST AIR QULTY MGMT	PO-281048	114.45
138015	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	60,249.55
138016	AT&T	PO-282495	57.03
138017	MARSHALL MUSIC	PO-284032	510.30
138018	NASCO WEST	PO-284251	291.27
138019	P & R PAPER SUPPLY CO	PO-090787	3,075.72
138020	P & R PAPER SUPPLY COMPANY	PO-090308	1,066.73
138021	PACIFIC SUPPLY COMPANY	PO-284231	52.85
138022	RECORDED BOOKS LLC	PO-090709	315.94
138023	RENEGADE TEMPORARY SITE SVCS	PO-090290	400.00
138024	SAMMONS/PRESTON INC	PO-283092	128.58
138025	SCHOLASTIC INC	PO-283283	461.00
138026	SCHOLASTIC INC	PO-282983	1,172.28
138027	TRIPLE "A" COMM & PUMPING	PO-090893	552.00
138028	UNITED PARCEL SERV	PO-280933	4,000.00
138029	WESTERN GRAPHIX	PO-280362	175.00
138030	ZERO TO THREE	PO-281285	78.00
138031	CINTAS	PO-282313	199.57
138032	CINTAS CORP	PO-280281	547.52
138033	DELL MARKETING L P	PO-090864	4,230.50
		PO-090865	846.10
		PO-090967	2,354.22
		PO-091078	179.00
		PO-280447	179.00
138034	IMAGE 2000	PO-280347	481.84
138035	MOULTON NIGUEL WATER	PO-280365	2,226.48
138036	PRUDENTIAL OVERALL SUP	PO-280493	22.02
138037	ROADWAYS INTERNATIONAL INC	PV-095422	3,145.00
138038	SAN DIEGO GAS & ELECTRIC	PO-280369	33,546.23
138039	SANTA MARGARITA WATER	PO-280346	1,553.59
138040	SILVER STATE COACH INC.	PV-095342	4,592.28
138041	SMART & FINAL	PO-282386	134.54
138042	SO CAL GAS CO	PO-280345	2,514.06
138043	SPARKLETTS	PO-280677	9.75
		PO-280931	16.03
		PO-280996	21.40
		PO-281603	14.82
		PO-281752	37.61
		PO-283028	8.10
138044	TROXELL COMM INC	PO-090823	202.57

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
138045	XEROX CORPORATION	PO-283542	115.02
138046	SPARKLETTS	PO-281914	30.35
138047	DELL MARKETING L P	PO-090966	784.76
138048	SPARKLETTS	PO-282127	8.20
		PO-282128	20.45
		PO-282129	16.78
		PO-282131	14.36
		PO-282132	20.35
138049	ACTION LEARNING SYSTEMS INC	PO-282372	8,000.00
		PO-282375	4,000.00
		PO-283465	16,000.00
138050	ATKINSON ANDELSON LOYA	PO-281803	2,471.64
138051	BEST BEST & KRIEGER LLP	PO-281658	31,998.27
138052	KRANTZ, TRICIA ELIZABETH	PO-280103	1,440.00
138053	LAW OFFICES OF CAROLINE A ZUK	PO-282393	12,850.34
138054	OCDE	PO-282454	200.00
138055	ORANGE COUNTY SHERIFF DEPT	PO-280999	32,275.25
138056	PROFESSIONAL TUTORS OF AMERICA	PO-282175	7,987.50
138057	REGENTS OF THE UNIVERSITY OF	PO-090851	24,438.00
138058	RUTAN & TUCKER	PO-090586	8,775.90
138059	VIVIAN STAPLETON	PO-283792	490.00
138060	VIVIAN STAPLETON	PO-283792	490.00
138061	ARTESIA SAWDUST	PO-280898	2,004.15
138062	BARRETT-ROBINSON INC	PO-090899	855.54
138063	BEARCOM	PO-090961	126.31
138064	BEE MAN	PO-280269	1,232.00
138065	BETTER BUSINESS RECORDS	PO-090451	21.53
138066	CAPISTRANO GOLF CARS	PO-280279	1,112.15
138067	CDWG Inc	PO-090825	4,744.24
138068	CHAMPION CHEMICAL CO	PO-090981	2,279.82
138069	CLARK SECURITY PRODUCTS	PO-090060	193.42
138070	COMPLETE DRUG & DNA TESTING	PO-281196	2,850.00
138071	DISCOUNT OFFICE SERVICES	PO-282332	636.31
138072	DRIVE SOLUTIONS	PO-091115	475.00
138073	DUNN-EDWARDS CORP	PO-280244	197.75
138074	ENABLING DEVICES	PO-090818	154.95
138075	FLEET SERVICE SPECIALISTS LLC	PO-091020	5,117.10
		PO-091087	7,417.18
138076	FOREWORKS/FLAMING SPARROW	PO-090775	147.00
138077	G & W TOWING	PO-091088	325.00
138078	GANAHL LUMBER	PO-280405	423.61
138079	GOV CONNECTION INC	PO-090832	56.68
138080	GUNTHER'S ATHLETIC SERV	PO-280208	6,424.50
138081	HIRSCH PIPE & SUPPLY	PO-280350	807.28
138082	HYDRO-SCAPE PRODUCTS INC	PO-280899	548.84

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
138083	JOHN DEERE LANDSCAPES	PO-280902	1,492.15
138084	JOHNSTONE SUPPLY	PO-090897	3,883.86
138085	KELLY PAPER COMPANY	PO-283613	2,009.23
138087	AKASHEH, RENEE	PV-095381	113.00
138088	BLODGETT, CHANTAL	PV-095382	20.00
138089	CHOI, MIRANDA	PV-095384	17.00
138090	DEL ROCIO, MARIA	PV-095383	69.00
138091	DOBLE, VICKI	PV-095385	19.00
138092	FINNIE, WYATT	PV-095387	15.00
138093	GHOTBI, MARY	PV-095388	141.68
138094	GRAVES, PATRICIA	PV-095390	201.00
138095	HENRY, JUDITH	PV-095397	98.88
138096	HERINGTON, DYLAN	PV-095405	77.00
138097	HERRING, BRADLEY	PV-095403	15.00
138098	HWANG, CHRISTINE	PV-095404	75.00
138099	KHALEGHI, BITA	PV-095406	135.00
138100	CMRS-TMS	PO-280926	20,000.00
138101	MYERS FORKLIFT INC	PO-280938	413.76
138102	ONE STOP BINDERY	PO-280387	90.00
138103	PARKHOUSE TIRE INC.	PO-282769	1,798.48
138104	RENAISSANCE LEARNING INC	PO-090678	966.99
138105	RIVERSIDE PUBL CO	PO-090771	2,028.28
138106	RUFFS SAW SERVICE	PO-091157	40.00
138107	SACRAMENTO COUNTY OFFICE OF ED	PO-090052	3,840.00
138108	SCHOOL SERVICES OF CALIF	PO-091050	69.60
138109	SEHI COMPUTER	PO-091100	51.00
		PO-284102	816.00
138110	SMARDAN SUPPLY COMPANY	PO-090895	1,085.64
138111	SPICERS PAPER CO	PO-280389	2,796.53
138112	SPORTIME	PO-283017	1,016.34
		PO-283223	255.86
		PO-283741	1,419.13
138113	UNISOURCE CORP	PO-090484	6,884.15
		PO-280233	6,218.04
138114	WAL MART COMMUNITY	PO-090471	86.46
138115	WAL MART COMMUNITY	PO-281044	127.58
138116	WAXIE	PO-090982	1,487.49
138117	XPEDX - LOS ANGELES PRINTING	PO-090983	3,134.70
138118	RALPHS GROCERY CO	PO-281909	28.18
138119	WAL MART COMMUNITY	PO-281908	74.40

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Warrant Number	Name of Payee	Reference Number	Amount
138120	RALPHS GROCERY CO	PO-090415	53.89
		PO-280104	69.30
		PO-280685	27.90
		PO-280735	139.16
		PO-283970	36.01
		PO-283971	118.66
138121	WAL MART COMMUNITY	PO-280723	200.39
		PO-280726	37.81
		PO-280727	53.05
		PO-280729	156.60
		PO-280730	111.46
138122	WAL MART COMMUNITY	PO-280683	261.44
		PO-280728	325.80
138123	AT&T	PO-282495	19.98
138124	AT&T-CALNET2	PO-283838	20.52
138125	AT&T/MCI	PO-280948	1,381.16
138126	OFFICE DEPOT	PO-090348	1,724.57
		PO-281275	196.16
138127	P & R PAPER SUPPLY COMPANY	PO-090307	6,540.43
		PO-090308	2,133.45
138128	PEARSON	PO-090541	21,759.24
		PO-090542	2,743.59
		PO-090676	3,932.26
138129	PSOC-WATERLINES TECHNOLOGIES	PO-282399	781.32
138130	RALPHS GROCERY CO	PO-280733	54.28
		PO-284025	169.10
138131	SCHOLASTIC INC	PO-283950	4,768.62
138132	SOUTHWEST SCHOOL SUPPLY	PO-090872	181.21
		PO-090873	93.88
		PO-090978	1,095.17
		PO-280181	17.55
		PO-280543	32.11
		PO-280634	1,667.91
		PO-280796	102.13
138133	UNIQUE SWEEPING	PO-282038	252.00
138134	VERIZON WIRELESS	PV-095419	379.27
138135	VISTA PAINT CORP	PO-280406	84.72
138136	ZOO PET STORE	PO-284220	72.80
138137	RALPHS GROCERY CO	PO-090418	33.63
		PO-280738	94.93
		PO-280739	46.65
		PO-283970	55.84
138138	BELLOMO, PHILIP &/OR KATHY	PV-095345	148.11
138139	BONDE, CRAIG AND/OR JOY	PV-095346	593.53
138140	BRESSLER, ERIC & KATHY	PV-095347	93.88

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Warrant Number	Name of Payee	Reference Number	Amount
138141	BROWN, DONNA AND/OR MICHAEL	PV-095386	1,028.97
138142	CUHAROGLU, MEHMET &/OR BELGIN	PV-095348	869.22
138143	DRAGOTTO, DAVID &/OR NATALIE	PV-095349	323.40
138144	DUFF, SUSAN &/OR ANTHONY	PV-095350	173.54
138145	GAU, MARY C.	PV-095389	174.24
138146	GIDEONS, CHRIS &/OR VALLI	PV-095351	414.66
138147	GOMEZ, ADRIAN & BERENICE	PV-095352	166.90
		PV-095391	71.68
138148	JACKSON, BEN & JENNIFER	PV-095392	163.68
138149	JOHNSON, LORI	PV-095353	220.66
138150	JONES, GREG/SHERI	PV-095393	153.86
138151	KESSLER, LISA	PV-095354	109.04
138152	KICHLINE, KEITH & KYLA	PV-095394	343.98
138153	MACNAMARA, DAN	PV-095395	159.79
138154	MC LAIN, STEPHEN & MAGDA	PV-095355	105.74
138155	MORGAN, NANCY	PV-095396	196.82
138156	MYERS, JEANEENE/RUSTY	PV-095356	296.30
138157	NG, FARIA	PV-095365	226.12
138158	PAEZ, HUGO &/OR ANDREA	PV-095398	150.48
138159	POCZATEK, MARK & MARVA	PV-095357	240.07
138160	REDING, CLARE & SHAD	PV-095358	136.49
138161	REYNOLDS, SEAN & SUSAN	PV-095359	507.55
138162	SANDOR, LASZLO/COURTENAY	PV-095360	269.68
		PV-095361	254.70
138163	SCHIEDOW, KIM & TODD	PV-095399	290.07
138164	SHOOK, SIAN	PV-095362	348.95
138165	TOCA, CAROL A.	PV-095400	136.51
138166	TRITZ, RICHARD &/OR JULIE	PV-095363	167.51
138167	WARD, GARY/JENNIFER	PV-095364	152.46
138168	WATSON, MALISSA	PV-095401	31.71
138169	WHETSTONE, CHRISTINE	PV-095402	186.92
138170	BENNETT-CHEEK, DIANE	PV-095407	157.50
138171	CALIFORNIA EDUCATIONAL CENTERS	PV-095372	6,032.72
138172	GRABAR, NORA	PV-095375	490.00
138173	H2O SPOT	PV-095376	6,230.70
138174	HOLTZMAN, TERRI	PV-095379	143.50
138175	HOPKINS, SARAH	PV-095377	70.00
138176	JDP PHOTOGRAPHY	PV-095367	192.50
138177	LANGUAGE CLUB, THE	PV-095380	4,199.30
138178	MC COOK, VANIA ASSENOVA	PV-095368	98.00
		PV-095373	171.50
138179	MEDLOCK, GEORGE	PV-095369	122.40
138180	SCIENCE ADVENTURES	PV-095366	3,450.30
138181	STYBR, GIGI	PV-095370	122.50
		PV-095378	196.00

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Warrant Number	Name of Payee	Reference Number	Amount
138182	WONG, FIONA L.	PV-095374	210.00
138183	YOGA BUNGALOW	PV-095371	1,871.80
138184	AP BY THE SEA	PV-095421	675.00
138185	CHAMBERLAIN, DAVID	PV-095416	229.77
138186	DELFOSSSE, MICHAEL	PV-095409	85.00
138187	DISHER, NANCY	PV-095420	15.00
138188	ESTER, JUDY	PV-095413	140.80
138189	GINSBERG-BROWN, CLAUDIA	PV-095418	67.25
138190	KAMITA, JEWEL A.	PV-095412	86.00
138191	LEWIS, RACHEL A	PV-095417	27.50
138192	RADETZKY, ALEXANDER	PV-095415	70.40
138193	REDDING, WILLIAM	PV-095410	77.00
138194	STENDER, GENE	PV-095411	77.00
138195	ARROWHEAD WATER	PO-280676	9.69
138196	BANC OF AMERICA LEASING	PO-280830	915.87
		PO-280995	431.00
138197	CANNON USA	PO-090827	820.00
138198	CINTAS CORP	PO-280281	817.03
138199	CIT TECH FINANCIAL SERVICES	PO-091166	802.00
		PO-091167	1,912.96
138200	CITY OF SAN JUAN CAPISTRANO	PO-280368	2,401.25
138201	CONSOLIDATED ELECT DISTR	PO-280243	9,648.69
138202	IKON FINANCIAL SERVICES	PO-091168	7,111.50
138203	IMAGE 2000	PO-091147	319.47
		PO-280347	450.92
138204	MOULTON NIGUEL WATER	PO-280365	4,757.11
138205	PRUDENTIAL OVERALL SUP	PO-281736	76.29
138206	ROADWAYS INTERNATIONAL INC	PV-095568	1,935.00
138207	SAN DIEGO GAS & ELECTRIC	PO-280369	88,326.22
138208	SANTA MARGARITA WATER	PO-280346	4,868.10
138209	SHARP ELECTRONICS CORP	PO-282486	307.74
138210	SMART & FINAL	PO-280287	120.65
		PO-282017	31.94
		PO-282455	92.39
138211	SO CAL EDISON CO	PO-280363	3,563.17
138212	SO CAL GAS CO	PO-280345	39,086.08
138213	TROXELL COMM INC	PO-090374	644.35
		PV-095510	853.38
138214	UNION BANK OF CALIFORNIA	PO-281900	10,816.71
138215	XEROX CORPORATION	PO-280336	213.60
		PO-280461	16,274.86
138216	ST CLEMENTS CHURCH	PO-091193	600.00
138217	ARROWHEAD WATER	PO-281918	38.88
138218	FRANK AGLIO	PV-095562	21,067.78
138219	AUGUSTIN EGELSEE LLP	PO-091136	1,000.00

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138220	FARRELL, MIN KIM AND DONALD	PO-091141	1,000.00
138221	KAKUDA, BARBARA	PO-091139	600.00
138222	KAMOROFF & ASSOC CLIENT TRUST	PO-091140	1,000.00
138223	MCILLVAIN, STEPHANIE & PATRICK	PO-090191	700.00
138224	THOMPSON, KEVIN OR PAM	PO-091135	850.00
138225	TRUSTEE OFFICE OF SHARON GRIER	PO-091134	4,249.77
138226	WINTRODE, CHRIS	PO-091143	1,715.00
138227	BEACH M.A. CCC-SLP, JOELLE	PO-284134	1,035.00
138228	DINERS CLUB	PV-095440	981.60
138229	LEVIN, DR EUGENE	PO-280374	50.15
138230	MILLER BROWN & DANNIS	PO-284208	21,793.91
138231	ORANGE COUNTY DEPT OF ED	PO-091171	1,500.00
138232	RIVERSIDE PUBLISHING/DATA DIR	PO-282785	450.00
138233	RUSSO FLECK & ASSOCIATES	PO-090206	425.00
138234	SACRAMENTO COUNTY OFFICE OF ED	PO-091170	2,000.00
138235	SANDOR, LASZLO/COURTENAY	PO-281163	568.26
138236	SCHOOL SERVICES OF CALIF	PO-090844	375.00
138237	SCSBOA	PO-090911	330.00
138238	SMITH, STEVE & MELANIE	PV-095438	8,900.00
138239	WERTHEIMER-GALE & ASSOCIATES	PO-281729	234.00
138240	DUTCH, AMPARO P.	PV-095439	2,793.00
138241	COX COMMUNICATIONS	PO-280949	2,555.98
138242	HERFF JONES INC	PO-090776	585.15
138243	MARKERBOARD PEOPLE	PO-283857	332.64
138244	MARSHALL MEMO LLC	PO-090118	75.00
138245	MARSHALL MUSIC	PO-284032	20.13
138246	MAYER-JOHNSON CO	PO-090298	223.42
		PO-282634	401.12
		PO-283815	1,998.34
138247	MCBEE SYSTEMS INC	PO-284145	135.17
138248	MED-EL CORP.	PO-283532	70.00
138249	MEDCO SUPPLY INC	PO-090723	2,047.57
138250	MEDI KID CO	PO-090545	46.26
		PO-283090	60.64
138251	MIRACLE REC EQUIP CO	PO-284164	5,686.59
138252	MITY-LITE	PO-283588	2,254.50
138253	MOORE'S SEWING MACHINE	PO-280407	4,960.00
		PO-281416	297.93
138254	MSC INDUSTRIAL SUPPLY CO INC	PO-280291	183.36
138255	MUSIC THEATRE INTERNATL	PO-282884	1,262.52
138256	MYERS FORKLIFT INC	PO-280938	777.07
138257	NASCO WEST	PO-090777	491.51
		PO-090814	96.72
		PO-090970	35.82
138258	NATIONAL CONTROLS INC	PO-280294	4,108.95

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Warrant Number	Name of Payee	Reference Number	Amount
138259	NEOPOST INC	PO-280935	782.27
138260	NEWS 2 YOU	PO-090546	140.00
		PO-283832	280.00
138261	OCDE/MEDIA SERVICES	PO-283523	207.00
138262	OFFICE LINK	PO-090164	287.90
138263	ORANGE CO. DEPT. OF EDUCATION	PO-283995	23,808.84
138264	PARKHOUSE TIRE INC.	PO-281372	2,175.02
138265	PASCO SCIENTIFIC	PO-283685	19,931.55
138266	OFFICE DEPOT	PO-281765	250.04
138267	OXFORD UNIV PRESS	PO-284059	987.06
138268	ORANGE CTY DEPT EDUC	PO-280943	81.00
138269	MACKIN LIBRARY MEDIA	PO-282325	6,732.16
138270	JONES, DANNY & NANCY	PV-095588	413.72
138271	CORVEL ENTERPRISE COMP INC	PO-280209	109,235.61
138272	CAPISTRANO UNIFIED SCHOOL DIST	CM-090099	488.00-
		CM-090100	80.80-
		CM-090101	8.03-
		PO-280222	66,560.77
138273	VISION SERVICE PLAN	PO-280219	80,273.91
138274	ANDRUS, SAMANTHA	PV-095459	24.20
138275	BEAUCHAINE, KIMBERLY	PV-095461	212.30
138276	BELLANTE, ROZ D	PV-095462	286.27
138277	BENE, CHERI	PV-000074	139.15
138278	BRADY-NELSON, KAREN	PV-095464	225.50
138279	BROOKMAN, JOSEPH	PV-095466	418.55
138280	BUTLER, SUSAN	PV-095467	100.10
138281	CAMPBELL, SHADA	PV-095468	187.00
138282	CARLISLE, TERESA	PV-095469	66.55
138283	CARTISANO, JENNIFER	PV-095471	218.79
138284	CASTEEL, JANICE	PV-095472	139.70
138285	COLLINGS, JANICE	PV-095473	146.30
138286	CORRIGAN, MAREE	PV-095475	339.91
138287	CROSS, MINDY	PV-095476	594.68
138288	DARLING, MARTY	PV-095477	236.50
138289	DEWEES, JULIA K	PV-095478	26.40
138290	DOUGLAS, TERRI A.	PV-095479	264.00
138291	EDEN, CRIS	PV-095480	86.90
138292	ERNSDORF, WALTER	PV-095481	33.55
138293	EXWORTHY, MARK	PV-095482	243.65
138294	FERRAND, MONA	PV-095483	99.55
138295	FIFER, BARBARA	PV-095484	164.45
138296	FORDYCE, STEFANI	PV-095485	21.88
138297	GARCIA JR, JOE	PV-095487	22.55
138298	GARRISON, SANDRA L.	PV-095488	32.45
138299	GINSBERG-BROWN, CLAUDIA	PV-095490	84.84

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138300	GLESENER, PATRICIA	PV-095491	16.50
138301	HANRATTY, JENNIPHER	PV-095492	33.00
138302	HARMAN, NANCY	PV-095493	154.55
138303	HERVEY, ROBIN	PV-095494	69.03
138304	HIGHTOWER, SHERLIN	PV-095495	125.40
138305	HOGBIN, RICH	PV-095496	80.85
138306	HOLKE, DEBBIE	PV-095497	24.75
138307	HUYNH, TINA	PV-095498	132.55
138308	KAPLAN, PAUL M	PV-095499	36.30
138309	KENNEY, VALERIE	PV-095500	23.10
138310	KIMINAS, ANTHONY	PV-095501	127.05
138311	KIMMELL-CAMOIA, JULIE	PV-095502	288.75
138312	LAFORTE, LYNDA	PV-095503	42.90
138313	LANDEROS, BEATRIZ	PV-095504	67.10
138314	LOVE, ERRIN	PV-095505	138.05
138315	LUDWIG, ANN	PV-095506	95.15
138316	MACINTYRE, MICHELLE	PV-095509	62.95
138317	MACKAY, FRANCES	PV-095511	78.10
138318	MANNING, RACHEL	PV-095512	121.00
138319	MARCUS, BRUCE	PV-095513	116.05
138320	MATIENZO, NINA RIE	PV-095514	242.55
138321	MCGANN, DIANE M	PV-095507	295.35
138322	MEISSNER, ANDREA	PV-095517	662.47
138323	MENDEL, LINDA	PV-095518	194.15
138324	MIEDEMA, BENJAMIN	PV-095515	110.55
138325	NESTOR, GREGORY	PV-095519	36.30
138326	NEVE, SUE	PV-095520	161.15
138327	NIELSEN, NOELLE	PV-095521	69.30
138328	NOON, ANDREA	PV-095522	141.69
138329	NORMAN, MARY	PV-095525	122.65
138330	NUNAN, KATIE	PV-095526	148.77
138331	O'TONER, ERIC M	PV-095527	114.40
138332	PAGEL, VELDA	PV-095528	42.12
138333	PATERSON, ELIZABETH	PV-095529	162.25
138334	PEREZ, VIRGINIA	PV-095530	14.85
138335	PINKERTON, DAN	PV-095534	127.60
138336	PLACE, SUSAN	PV-095533	9.90
138337	PULIDO, DEBBIE	PV-095535	17.05
138338	RAFF, DEIDRE	PV-095536	149.38
138339	REECE, MEGAN	PV-095537	138.77
138340	ROCHE, ANN	PV-095538	202.95
138341	RODRIGUEZ, LAURA	PV-095539	163.35
138342	ROSE, LINDA	PV-095540	144.10
138343	SHUMATE, DAGMAR	PV-095541	216.70
138344	SKINNER, PHILLIP	PV-095542	61.60

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138345	SNOW, KIMBERLY	PV-095543	71.19
138346	STACHOWSKI, MICHAEL	PV-095544	109.36
138347	SUNICO, MA REGINA	PV-095545	59.95
138348	TARKINGTON, CONNIE	PV-095546	49.50
138349	TERHUNE, CYNTHIA	PV-095547	135.85
138350	THORNBURG, QUIN	PV-095548	72.60
138351	TUCKER, MARYANN	PV-095549	79.20
138352	VARGAS, DAVID	PV-095550	309.10
138353	VERDUGO, ANNIE	PV-095551	227.70
138354	WALTERS, ELAINE	PV-095552	54.45
138355	WATERBURY, NILSA	PV-095553	57.20
138356	WEINSTEIN, DAVID H	PV-095554	17.60
138357	WEIS-DAUGHERTY, DENISE	PV-095555	142.45
138358	WENTZEL, KORY	PV-095556	92.40
138359	WIEDEMAN, LORI	PV-095557	224.06
138360	WINSTON, LEISA	PV-095558	172.35
138361	BEAHM, BROOKE	PV-095460	251.90
138362	CARSE, BARBARA	PV-095470	40.70
138363	COPE, MARY	PV-095474	155.10
138364	EDEN, CRIS	PV-095480	123.20
138365	FREY, DEBORAH	PV-095486	35.20
138366	GAST, LUCIBEL	PV-095489	3.85
138367	GLESNER, PATRICIA	PV-095491	53.56
138368	MCMURRAY, JOYCE	PV-095508	189.75
138369	PEREZ, VIRGINIA	PV-095530	56.65
138370	YOGI, STACY	PV-095559	113.85
138371	BROCKMAN, CARY	PV-095465	101.75
138372	AQUARIUM OF THE PACIFIC	PO-090019	725.00
138373	CB RANCH ENTERPRISES	PO-091153	1,800.00
138374	CENTENNIAL HERITAGE MUSEUM	PO-283374	550.00
138375	CITY OF SANTA ANA	PO-090528	338.00
138376	DISCOVERY SCIENCE CENTER	PO-090202	313.50
		PO-090578	275.00
138377	IMAGINATION MACHINE, THE	PO-284129	950.00
138378	OCEAN INSTITUTE	PO-090987	996.00
138379	OCMC	PO-090804	80.00
138380	ORANGE COUNTY ACADEMIC DECA	PO-090387	1,100.00
138381	ORANGE COUNTY DEPT OF EDUCATIO	PO-090385	600.00
138382	ORANGE CTY DEPT EDUC	PO-090040	980.00
		PO-090719	495.00
		PO-282695	435.00
138383	RSCCD	PO-091161	276.00
138384	STATE OF CALIFORNIA	PO-091160	138.00
138385	A Z BUS SALES INC	PO-281059	518.44
138386	ABSOLUTE COMMUNICATIONS INC	PO-280259	63.88

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138387	ACCURATE AIR ENGINEERING INC	PO-281082	2,256.34
138388	ADVANTAGE RADIATOR	PO-281060	403.51
138389	ALISO VIEJO AUTO SERVICE	PO-281708	965.25
138390	APPERSON	PO-091102	159.77
138391	ARAMARK UNIFORM SERVICE	PO-281371	1,252.82
138392	ARIEL SUPPLY	PO-090788	1,124.26
138393	ATTAINMENT COMPANY	PO-090908	223.25
138394	AUTO SHOP EQUIP CO INC	PO-281074	1,106.19
138395	BEARCOM	PV-095587	1,266.07
138396	BETTER BUSINESS RECORDS	PO-090451	280.14
138397	BOYCE INDUSTRIES	PO-281420	336.55
138398	CALIFORNIA WESTERN VISUALS	PO-090480	5,256.54
138399	CARLOS GUZMAN INC	PO-281381	2,657.67
138400	CDWG Inc	PO-090891	1,070.16
		PO-090959	2,033.25
		PO-090960	274.77
		PO-280446	73.85
138401	COMPLETE BUSINESS SYSTEMS	PO-280337	475.38
138402	COMPLETE DRUG & DNA TESTING	PO-281196	500.00
		PO-281197	1,785.00
138403	CORPORATE EXPRESS	PO-090093	99.56
		PO-090300	289.85
		PO-090473	116.94
		PO-280119	207.41
		PO-280128	58.03
		PO-280428	54.05
		PO-280785	129.34
		PO-280787	2,781.19
		PO-281014	351.71-
		PO-281782	219.49
		PO-281786	104.95
		PO-282583	80.13
		PO-283416	247.92
138404	DENAULT'S HARDWARE	PO-280894	10.76
138405	DESIGNING MOBILITY ATG	PO-090142	2,334.15
138406	DISCOUNT OFFICE SERVICES	PO-280118	255.87
138407	CORPORATE EXPRESS	PO-280133	61.78
138408	CORPORATE EXPRESS	PO-280795	11.41
138409	CORPORATE EXPRESS	PO-280799	173.99
138410	EAGLE	PO-090421	5,329.73
138411	ECOLOGY TIRE	PO-281066	280.50
138412	EDUCATORS PUBLISHING SERVICE	PO-090679	4,736.82
138413	EMPOWER	PO-280340	50.00

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138414	EPOLY STAR	PO-090220	3,243.28
		PO-090223	2,254.67
		PO-090309	1,136.76
138415	FACTORY MOTOR PARTS	PO-281053	931.22
138416	FEDERAL EXPRESS CORP	PO-280932	841.83
138417	FLEET SERVICE SPECIALISTS LLC	PO-091020	1,224.03
138418	FLINN SCIENTIFIC INC	PO-090955	311.34
		PO-090957	209.28
138419	FREEWAY AUTO SUPPLY & MACHINE	PO-090088	387.28
138420	FRICTION MATERIALS CO.	PO-281379	3,333.56
138421	GANAHL LUMBER	PO-280405	324.22
138422	GRAPHIC SYSTEMS	PO-280384	243.21
138423	GUNTHER'S ATHLETIC SERV	PO-280207	3,960.00
		PO-280208	6,409.22
138424	HIRSCH PIPE & SUPPLY	PO-280350	896.01
138425	INDUSTRIAL FORMULATORS INC	PO-090847	8,826.54
138426	INTERSTATE BATTERIES	PO-281058	801.27
138427	JOHNSTONE SUPPLY	PO-090897	9,435.67
138428	K-12 SPECIALTIES INC	PO-281421	3,967.01
138429	KELLY PAPER COMPANY	PO-283613	2,790.14
138430	KNORR SYSTEMS INC	PO-282623	298.88
138431	LOCAL JANITORIAL & VACUUM	PO-281425	96.98
		PO-281459	732.78
138432	LUCK'S MUSIC LIBRARY	PO-282829	235.63
138433	HOUGHTON MIFFLIN CO	PO-090996	51.41
138434	CAPISTRANO CONNECTIONS ACADEMY	PO-280490	283,992.00
138435	DAVID TAUSSIG ASSOC INC	PO-082294	4,537.40
138436	JOURNEY CHARTER SCHOOL	PO-280489	111,385.00
138437	OPPORTUNITY FOR LEARNING	PO-280487	45,562.00
138438	CAPISTRANO CONNECTIONS ACADEMY	CM-090096	1,206.68-
		CM-090097	1,279.00-
		PV-095566	16,850.91
138439	OPPORTUNITY FOR LEARNING	CM-090098	2,417.17-
		PV-095567	6,914.47
138440	YMCA OF ORANGE COUNTY	PO-281139	6,958.83
138441	TANDUS SPECIALIZED MARKETS	PO-281960	252.78
138442	COUNTY OF ORANGE-HEALTH AGENCY	PO-091116	168.40
138443	LPA	PO-283114	1,620.00
138444	ANTONIUS, LYNDA	PV-095569	52.80
138445	BIRKINSHAW, SANDY	PV-095570	242.00
138446	BRANNON, DESIREE	PV-095572	259.05
138447	BRAUN, C. ANNE	PV-095573	47.85
138448	BROWN, AMY	PV-095574	206.80
138449	BROWN, CINDY	PV-095575	37.95
138450	BUSH, VIRGINIA	PV-095576	27.50

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Warrant Number	Name of Payee	Reference Number	Amount
138451	BUTLER, SUSAN	PV-095577	281.05
138452	CARDIN, PATTI	PV-095578	112.20
138453	CAUDILL, AMANDA	PV-095579	120.45
138454	CHUA, GWYNETH H	PV-095580	49.50
138455	CLIFT, LYNNETTE I	PV-095581	135.30
138456	COPPOLA, LUCI	PV-095582	352.55
138457	CORRIGAN, MIKE	PV-095583	150.15
138458	COX, LINDA	PV-095584	106.70
138459	EMARINE, TINA	PV-095585	247.50
138460	ENGLISH, LAUREN	PV-095586	85.25
138461	PACIFIC PLUMBING COMPANY OF	PO-090477	1,546.87
138462	GILBERT & STEARNS INC	PO-282629	4,754.21
138463	PACIFIC MOBILE HOME CONS	PO-283590	2,120.45
		PO-284080	2,536.62
138464	ORANGE COUNTY REGISTER	PO-280514	736.00
138465	PEPPER-LOS ANGELES, J W	PO-090115	773.38
		PO-090116	64.65
		PO-090361	82.98
		PO-282208	39.17
138466	PHILIP SERVICES CORPORATION	PO-091188	2,144.52
138467	PITSCO	PO-090883	44.61
138468	PSOC-WATERLINES TECHNOLOGIES	PO-282399	2,116.39
138469	RADIO SHACK ACCOUNTS REC	PO-280320	100.15
138470	RHINOTEK COMPUTER PRODUCTS	PO-090789	1,691.68
138471	RINCON TRUCK PARTS	PO-091208	5,073.91
138472	SCHOLASTIC INC	PO-283075	346.62
138473	SCHOOL SPECIALTY INC	PO-283425	574.19
138474	SCIENCE KIT & BOREAL LAB	PO-090467	220.43
		PO-283700	244.50
138475	SEHI COMPUTER	PO-090863	382.04
		PO-090958	613.33
		PO-090968	619.48
		PO-091005	92.79
		PO-091007	430.42
		PO-091100	38.00
138476	SHAMROCK SUPPLY CO INC	PO-090759	58.95
		PO-090785	260.76
138477	SHORECLIFFS AUTO SERVICE	PO-091086	105.10
138478	SIMPLER LIFE EMERGENCY	PO-283351	302.22
138479	SPICERS PAPER CO	PO-280389	877.50
138480	VERIZON WIRELESS	PV-095591	379.27
138481	SEHI COMPUTER	PO-091004	493.84
138482	RUSCO INC	PO-090647	2,460.00
138483	QUALITY TOWING	PO-281081	338.00
138484	SCHAEFFER MFG	PO-281375	4,790.93

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Warrant Number	Name of Payee	Reference Number	Amount
138485	SMOG EXPRESS	PO-281063	178.10
138486	TARTAN GROUP	PO-280962	36.70
138487	TUTTLE-CLICK FORD	PO-090087	652.41
		PO-090767	2,435.99
138488	VORTEX	PO-091209	399.95
138489	WARDS NATURAL SCIENCE	PO-090462	3,051.60
		PO-090663	32.94
		PO-284029	984.99
138490	WAXIE	CM-090102	322.34-
		PO-090070	1,482.94
		PO-090355	971.00
		PO-090786	1,784.78
		PO-283945	224.98
138491	WEST-LITE SUPPLY	PO-090215	1,396.44
		PO-090277	2,308.00
		PO-090368	120.78
		PO-090837	21.53
138492	WESTERN GRAPHIX	PO-280362	175.00
138493	WESTERN PSYCH SERVICES	PO-090770	468.17
		PO-091035	187.27
138494	WESTERVILLE CITY SCHOOLS	PO-282708	105.00
138495	WHITE CAP INDUSTRIES INC	PO-280364	395.22
138496	WIDEX	PO-090254	82.00
138497	WILLIAM V. MACGILL & CO.	PO-284225	17.22
138498	WW GRAINGER	PO-090721	591.09
138499	BITOWFT, BRUCE	PV-095641	45.00
138500	BOWERFIND, TRACEY	PV-095644	14.00
138501	BURKE, CAITLIN	PV-095642	31.00
138502	CAPUTO, KIMBERLY	PV-095645	12.00
138503	CLARK, IAN	PV-095647	28.00
138504	DORE, JUDY	PV-095649	107.36
138505	ENCISO, MARGARET	PV-095650	68.95
138506	HAUSER, JUSTIN	PV-095652	15.00
138507	HIGHTOWER, SHERLIN	PV-095651	62.48
138508	BELKIN, TRICIA	PV-095643	75.00
138509	CARRIER, NATHALIE	PV-095646	50.00
138511	APPLE COMPUTER INC	PO-090305	321.10
		PO-090313	36.86
		PO-090666	110.55
		PO-090878	124.99
138512	CINTAS CORP	PO-281626	60.20
138513	DELL MARKETING L P	PO-090027	1,692.22
		PO-090876	63.99
		PO-283265	145.45
		PO-284159	10,680.72

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Warrant Number	Name of Payee	Reference Number	Amount
138514	IKON FINANCIAL SERVICES	PV-095620	1,022.26
138515	IMAGE 2000	PO-090905	1,464.76
		PO-280347	222.75
138516	MWB BUSINESS SYSTEMS	PO-280469	129.09
		PO-280470	460.61
138517	SAN DIEGO GAS & ELECTRIC	PO-280369	9,691.75
138518	SMART & FINAL	PO-280287	66.12
		PO-282386	54.93
138519	SO CAL EDISON CO	PO-280363	6,720.42
138520	SO CAL GAS CO	PO-280345	3,043.19
138521	SO COAST WATER DIST	PO-280359	3,329.81
138522	THYSSENKRUPP ELEVATOR CORP	PO-280354	167.50
138523	TRANSPORTATION CHARTER SERVICE	PV-095634	10,952.50
138524	TROXELL COMM INC	PO-090371	541.58
138525	VL SYSTEMS	PO-283691	1,258.00
138526	XEROX CORPORATION	PO-280440	6,047.48
		PO-280444	2,856.00
138527	DELL MARKETING L P	PO-090291	17.44
138528	US BANK CORP PAYMENT SYSTEM	CM-090103	615.11-
		CM-090104	299.98-
		CM-090105	1.40-
		PV-095694	92.13
		PV-095695	2,601.00
		PV-095699	75.00
		PV-095700	4,827.08
		PV-095701	688.67
138529	US BANK CORP PAYMENT SYSTEM	PV-095701	89.94
138530	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	69,746.35
138531	RELIANCE STANDARD LIFE INS CO	PO-280217	14,780.00
138532	CORVEL CORPORATION	PO-091108	80,273.34
138533	HAZELRIGG RISK MANAGEMENT SVS	PO-280227	992.18
138534	ENRIQUEZ, MICHELLE L	PV-095602	286.00
138535	FITZSIMMONS, KATHLEEN	PV-095603	150.15
138536	FLYNN, MARGARET	PV-095604	164.45
138537	FREDRIKSZ, LAURA	PV-095605	185.90
138538	FRIEDLANDER, DOROTHY	PV-095606	365.75
138539	GARCIA JR, JOE	PV-095607	4.40
138540	GILL, ARVINDER	PV-095609	578.28
138541	GONG, PHOEBE	PV-095610	275.00
138542	HALL, SHEILA	PV-095611	308.00
138543	HANRATTY, JENNIPHER	PV-095612	26.95
138544	HATLER, JAIME	PV-095613	408.10
138545	HAUN, BARBARA	PV-095614	157.85
138546	HERNANDEZ, MARLO	PV-095615	99.00
138547	HEUSER, RACHEL	PV-095616	226.05

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Warrant Number	Name of Payee	Reference Number	Amount
138548	HIRCHAG, REBECCA S	PV-095617	58.30
138549	HOGBIN, RICH	PV-095618	69.85
138550	HUYNH, TINA	PV-095619	114.40
138551	JARRARD, LISA P	PV-095624	227.15
138552	JIMENEZ, DENISE	PV-095625	205.70
138553	JOSEPH, CAROL	PV-095626	119.90
138554	JUNIO, JENNIFER	PV-095627	189.75
138555	KOPELSON, KATHLEEN	PV-095628	94.60
138556	KROGMAN, DEBRAH	PV-095629	94.05
138557	LAIDLEY, JOANIE	PV-095630	178.75
138558	LARSON, HELEN	PV-095631	22.00
138559	LUDWIG, ANN	PV-095653	90.20
138560	MCGANN, DIANE M	PV-095654	192.50
138561	MCKEE, DANISE	PV-095655	232.65
138562	MCLEOD, LESLIE	PV-095656	101.20
138563	MEYERS, BONNY	PV-095657	470.25
138564	MILLER, MARIE T.	PV-095658	118.80
138565	NAPORA, NOELLE	PV-095659	134.75
138566	NEUMILLER, NORA	PV-095660	17.60
138567	PAGEL, VELDA	PV-095661	48.40
138568	PAUL, MARGARET	PV-095662	45.65
138569	PEREZ, RICHARD	PV-095663	178.20
138570	PETERSON, DEBRA	PV-095664	105.60
138571	PETTEY, STEPHANIE	PV-095665	80.30
138572	PILLAR, VICKI D	PV-095666	88.00
138573	PINKERTON, DAN	PV-095667	142.45
138574	PRIMICIAS, MELISSA	PV-095668	277.91
138575	RASHIDI, AKRAM KIM	PV-095669	335.50
138576	REECE, MEGAN	PV-095670	86.90
138577	RIEGERT, KAREN	PV-095671	268.95
138578	ROBERTS, LAUREN	PV-095672	98.45
138579	SANCHEZ, CAREN	PV-095673	36.30
138580	SAUER, ASHLEIGH	PV-095674	169.95
138581	SHERRIE, LORRAINE	PV-095675	574.07
138582	SHUMATE, DAGMAR	PV-095683	197.45
138583	STIRLING, ROBERT	PV-095684	105.60
138584	STOFFEL, DAVID E	PV-095685	77.55
138585	TERHUNE, CYNTHIA	PV-095686	127.60
138586	THOMAS, CANDIS A	PV-095687	52.80
138587	TUCKER, MARYANN	PV-095688	108.35
138588	TUNULI, JESSICA	PV-095689	173.25
138589	TURNERY, JASON	PV-095690	19.80
138590	WALTERS, JANET	PV-095691	116.60
138591	WHITE, BRANDI	PV-095692	182.60
138592	YOTA, DENISE	PV-095693	33.00

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Warrant Number	Name of Payee	Reference Number	Amount
138593	GAST, LUCIBEL	PV-095608	9.36
138594	MATSUNAGA, CAROL	PV-095632	15.00
138595	MILES, JOHN	PV-095633	12.00
138596	MIRZA, SHARON	PV-095635	26.00
138597	MOE, KENNETH L	PV-095636	137.01
138598	MORRIS, FAITH	PV-095637	124.00
138599	REEDUS, JORDAN	PV-095638	68.00
138600	REYNOLDS, DILON	PV-095639	15.00
138601	RIOS, SOFIA	PV-095640	68.00
138602	SCHRUM, PAYTON	PV-095676	15.00
138603	WAGNER, KATHERINE	PV-095678	60.00
138604	WILBUR, SANDRA	PV-095679	42.78
138605	WILLIS, GEORGE	PV-095680	245.00
138606	WINGARD, PHILIP	PV-095681	80.00
138607	ZEDIKER, ESME	PV-095682	68.00
138608	VERMEULEN, DONALD	PV-095677	63.44
138609	AUTO NATION SSC	PO-281709	2,084.93
138610	COX COMMUNICATIONS	PO-280949	3,398.67
138611	MAYER-JOHNSON CO	PO-091183	417.43
138612	MEDI KID CO	PO-091150	88.24
138613	MISSION VIEJO GLASS	PO-280400	245.00
		PO-281070	327.51
138614	MOBILE FLEET WASH	PO-281051	793.00
138615	MYERS FORKLIFT INC	PO-280938	751.40
138616	NASCO WEST	PO-284251	55.21
138617	NATIONAL CONTROLS INC	PO-280294	1,052.59
138618	NCS PEARSON	PO-281694	755.63
		PO-283341	2,109.61
138619	O.C. REGISTER	PO-281132	61.85
138620	ONE STOP BINDERY	PO-280387	453.00
138621	PARKHOUSE TIRE INC.	PO-281372	6,471.97
138622	PEOPLES PUBLISHING GROUP INC	PO-283557	898.72
138623	PRAXAIR	PO-281073	50.38
		PO-282571	24.11
138624	PRECISION SPEEDOMETER SR	PO-281072	398.23
138625	PRECISION TUNE AUTO CARE	PO-281049	2,130.44
138626	PRIORITY MAILING SYSTEMS	PO-280935	902.54
138627	PSOC-WATERLINES TECHNOLOGIES	PO-282399	2,839.08
138628	RAYNE WATER SYSTEMS	PO-091244	75.00
138629	RENAISSANCE LEARNING	PO-091248	185.82
138630	RINCON TRUCK PARTS	PO-091208	426.42
138631	SAN JOAQUIN CTY OFFICE OF EDUC	PO-091207	1,000.00
138632	SCANTRON SERVICE GROUP	PO-091277	888.00
138633	SCHOOL SPECIALTY INC	CL-081542	8,431.20
138634	SHORECLIFFS AUTO SERVICE	PO-091221	4,528.64

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Warrant Number	Name of Payee	Reference Number	Amount
138635	SO COUNTY PROTECTIVE WEAR	PO-091220	622.56
		PO-282223	1,109.68
138636	STAPLES BUSINESS ADVANTAGE	PO-090669	275.82
		PO-090670	27.56
		PO-090739	167.61
		PO-090923	123.88
		PO-283108	237.16
138637	STERICYCLE INC	PO-280997	351.18
138638	TIME FOR KIDS	PV-095704	601.25
138639	AARDVARK CLAY	PO-283279	356.95
138640	ACCURATE LABEL DESIGNS	PO-090875	378.95
138641	BARRETT-ROBINSON INC	PO-090834	286.00
138642	BRODART CO	PO-090998	160.97
138643	CAL-STATE AUTO PARTS INC	PO-091286	336.09
		PO-281377	798.21
138644	CDWG Inc	PO-091021	677.75
		PO-280446	50.47
138645	DELTA EDUCATION	PO-090840	32,823.26
138646	DRIVELINES INCORPORATED	PO-091219	238.14
138647	FLINN SCIENTIFIC INC	CM-090106	98.14-
		PO-090956	117.30
138648	GAYLORD BROS INC	PO-090999	427.88
138649	HYDRO-SCAPE PRODUCTS INC	PO-280899	237.09
138650	JOHN DEERE LANDSCAPES	PO-280902	936.17
138651	JOHNSTONE SUPPLY	PO-090897	2,548.25
138652	KELLY PAPER COMPANY	PO-283613	4,195.96
138653	LAKESHORE LEARNING MATLS	PO-091067	1,988.53
138654	LAWNMOWERS ETC	PO-283940	887.99
138655	AMERICAN COUNCIL ON EDUCATION	PO-091214	4,360.00
138656	CA DEPT OF ED	PO-091280	1,700.00
138657	BARCO PRODUCTS COMPANY	PO-090757	592.50
138658	HIGH/SCOPE FOUNDATION	PO-091152	271.13
138660	HARDY & HARPER INC	PO-090836	9,759.00
138661	CAPISTRANO CONNECTIONS ACADEMY	PV-095696	18,760.51
138662	OPPORTUNITY FOR LEARNING	PV-095697	2,566.29
138663	DSA	PO-091242	57,113.27
138664	PACIFIC MOBILE HOME CONS	PV-095698	194.78
138665	CAL WEEKLY EXPLORER INC	PO-281516	1,000.00
138666	KERNS, SILAS	PO-091162	277.20
138667	MEET THE MASTERS	PO-082630	7,594.00
138668	OCEAN INSTITUTE	PO-091190	363.00
		PO-091191	1,000.00
138669	ORANGE COUNTY DEPT OF EDUCATIO	PO-090811	715.00
138670	ORANGE COUNTY PERFORMING ARTS	PO-091210	700.00

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138671	ORANGE CTY DEPT EDUC	PO-091192	4,550.00
		PO-283219	24,375.00
138672	SADDLEBACK LANES	PO-091189	1,470.00
138673	SADDLEBACK VLY SCH DIST	PO-090988	2,055.00
138674	XEROX CORPORATION	PO-283249	95,307.71
138675	STATE BD EQUALIZATION	PV-095702	3,836.00
138676	US BANK NATIONAL ASSOCIATION	PO-091323	770.00
138677	US BANK NATIONAL ASSOCIATION	PO-091321	825.00
138679	APPLE COMPUTER INC	PO-090850	2,640.59
138680	CINTAS CORP	PO-280281	550.33
		PO-281626	60.20
138681	CIT TECH FINANCIAL SERVICES	PO-281606	160.55
138682	CITY OF SAN JUAN CAPISTRANO	PO-280368	2,311.77
138683	DELL MARKETING L P	PO-090130	145.45
138684	EMPLOYMENT DEVELOPMENT DEPT	PV-095703	298,835.59
138685	IKON FINANCIAL SERVICES	PO-282588	1,059.46
138686	IMAGE 2000	PO-280347	182.25
138687	MWB BUSINESS SYSTEMS	PO-281146	275.83
138688	SAN DIEGO GAS & ELECTRIC	PO-280369	155,816.59
138689	SANTA MARGARITA WATER	PO-280346	2,051.74
138690	SO CAL EDISON CO	PO-280363	72,239.31
138691	SO CAL GAS CO	PO-280345	7,106.53
138692	SO COAST WATER DIST	PO-280359	141.96
138693	TROXELL COMM INC	PO-090364	93.78
		PO-090379	266.15
138694	DOLPHIN CAPITAL	PO-281951	538.75
138695	CAMPBELL, GARY D	PO-283234	1,700.00
138696	AQUARIUM OF THE PACIFIC	PO-091309	1,512.00
138697	DISCOVERY SCIENCE CENTER	PO-284002	741.00
138698	GIDDY UP PRODUCTIONS	PO-090330	150.00
138699	OCEAN INSTITUTE	PO-091311	3,375.00
138700	THOUSAND PINES OUTDOOR SCHOOL	PO-091308	1,524.60
138701	AT&T	PO-282495	60.02
138702	AT&T-CALNET2	PO-283838	16.77
138703	MYERS FORKLIFT INC	PO-280938	62.35
138704	OFFICE DEPOT	PO-091076	376.05
		PO-280182	186.17
		PO-280632	101.46
		PO-281275	84.21
		PO-284218	71.12
138705	ONE STOP BINDERY	PO-280387	500.00
138706	PSOC-WATERLINES TECHNOLOGIES	PO-282399	2,711.18

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
138707	RALPHS GROCERY CO	PO-091070	296.38
		PO-280688	40.18
		PO-280733	24.55
		PO-280819	31.23
		PO-281597	113.35
		PO-282374	88.89
		PO-284025	76.60
138708	SAM H STROICH & SONS	PO-091297	800.00
138709	SCANTRON SERVICE GROUP	PO-283100	3,786.00
138710	SEHI COMPUTER	PO-090880	92.79
		PO-091000	361.08
		PO-091001	1,091.00
		PO-091002	877.31
		PO-091008	576.14
		PO-091100	481.00
138711	SOUTH COAST ANSWERING SERVICE	PO-281828	158.50
138712	SOUTH COAST FAMILY MEDI CENTER	PO-281141	280.00
		PO-281142	1,415.00
138713	SOUTH COAST MEDICAL GROUP	PO-280226	65.00
138714	SOUTHLAND SOUND CORP	PO-282759	145.40
138715	SOUTHWEST SCHOOL SUPPLY	-	
		PO-091073	111.73
		PO-091173	1,922.04
		PO-091254	126.00
		PO-280122	343.29
		PO-280180	11.64
		PO-280333	7.74
		PO-280429	149.45
		PO-280434	634.90
		PO-280545	58.17
		PO-280634	548.84
		PO-280774	308.96
		PO-280789	5.04
		PO-280790	824.33
		PO-281023	303.67
		PO-281024	121.99
		PO-281932	111.04
		PO-282136	23.69
		PO-282734	205.97
		PO-283229	40.41
		PO-283415	37.03
		PO-283481	199.81
138716	SOUTHWEST SCHOOL SUPPLY	PO-283481	2,210.43
138717	SPICERS PAPER CO	PO-280389	186.00
138718	SUPPLY LINE BUILDING MATERIALS	PO-280382	52.20

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
138719	TARGET SPECIALTY PROD	PO-280892	469.29
138720	TOXGUARD FLUID TECHNOLOGIES	PO-282224	535.46
138721	TRUCPAR CO	PO-281966	1,002.74
138722	YOSEMITE WATER	PO-280998	39.55
138723	ZEE MEDICAL	PO-280709	275.65
138724	RALPHS GROCERY CO	PO-281909	86.67
138725	OFFICE DEPOT	PO-283203	1,772.20
138726	RALPHS GROCERY CO	PO-090414	307.08
		PO-280685	46.67
		PO-280735	89.20
		PO-280738	75.87
		PO-280739	260.38
		PO-280817	55.53
		PO-282677	99.48
		PO-283968	126.55
		PO-283969	119.80
		PO-283970	132.31
		PO-283974	162.26
		PO-283975	167.42
138727	SOUTHLAND SOUND CORP	PO-282998	317.66
138728	AMERICAN PSYCHOLOGICAL ASSOC	PO-090107	60.90
138729	C D T INC.	PO-280283	100.00
138730	CASBO	PO-091358	560.00
138731	CHICKS SPORTING GOODS	PO-283218	2,510.58
138732	COMPLETE DRUG & DNA TESTING	PO-281196	2,755.00
		PO-281197	840.00
138733	CORPORATE EXPRESS	PO-090300	202.88
		PO-090473	40.17
		PO-091031	60.68
		PO-280119	13.14-
		PO-280128	142.77-
		PO-280439	203.07
		PO-280803	87.11
		PO-281014	307.03
		PO-281653	937.11
		PO-282737	377.58
		PO-284255	129.17
138734	DISNEY EDUCATIONAL PRODUCTIONS	PO-091045	928.05
138735	EVERYTHING MEDICAL	PO-090979	1,425.00
138736	GOPHER ATHLETIC/SPORTS	PO-283451	945.44
138737	LAKESHORE LEARNING MATERIALS	PO-090428	725.47
138738	LESLIES SWIMMING POOL SUPPLY	PO-280290	17.87
138739	LIFETIME MEMORY PRODUCTS INC	PO-090667	85.66
138740	SOTO, YOKO	PV-095723	429.92
138741	ADMINSTRATIVE SOFTWARE	PO-091313	1,287.18

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
138742	AMERICAN COUNCIL ON EDUCATION	PO-091345	830.00
138743	LAKESHORE	PO-282360	431.01
138744	SPRINT/NEXTEL COMMUNICATIONS	CM-090107	56.28-
		PV-095722	3,606.48
138745	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	79,816.55
138746	MISSION SAN JUAN CAPISTRANO	PO-091098	484.00
138747	ACETEC SECURITY SYSTEMS	PO-280260	900.00
138748	AMERICAN LOGISTICS COMPANY LLC	PO-090505	5,055.00
		PO-090645	14,215.00
138749	APPLE COMPUTER INC	PO-091082	7,952.04
		PO-091307	1,340.49
138750	CINTAS CORP	PO-280281	668.17
		PO-281626	60.20
138751	CONSOLIDATED ELECT DISTR	PO-280243	1,512.53
138752	COUNTY OF ORANGE-WASTE MNGT	PO-282376	1,487.18
138753	DELL MARKETING L P	PO-091074	772.94
		PO-091215	44.89
138754	DEPARTMENT OF JUSTICE	PO-280570	768.00
138755	ENTERPRISE FLEET SERVICES	PO-281632	1,184.66
138756	IMAGE 2000	PO-280331	185.85
		PO-280347	81.00
138757	MOULTON NIGUEL WATER	PO-280365	1,849.58
138758	PAC TYPEWRITER & COMM	PO-280343	222.20
138759	SAN DIEGO GAS & ELECTRIC	PO-280369	79,946.45
138760	SANTA MARGARITA WATER	PO-280346	1,935.88
138761	SMART & FINAL	PO-280287	69.33
		PO-281598	50.25
138762	SO CAL EDISON CO	PO-280363	18,594.55
138763	THYSSENKRUPP ELEVATOR CORP	PO-280354	4,456.09
138764	WELLS FARGO FINANCIAL LEASING	PO-280564	240.12
138765	MOBILE MODULAR	PO-281831	610.00
138766	MACMILLAN/MCGRAW-HILL	PO-081985	5,426.36
		PO-082004	34,836.61
		PO-082006	7,627.61
138767	MASTERPIECE CARDS	PO-090265	84.00
138768	MAYER-JOHNSON CO	PO-090444	1,972.33
138769	MCGRAW-HILL COMPANIES	PO-280037	160.19
		PO-281264	4,487.78
		PO-281265	1,648.57
		PO-282176	782.81
		PO-282721	504.98
		PO-282843	1,982.18
138770	MYERS FORKLIFT INC	PO-090644	837.68
138771	PEPPER-LOS ANGELES, J W	PO-283072	542.52
		PO-283081	165.67

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
138772	PREMIERE WATER SERVICES	PO-280396	1,125.00
138773	PRO-ED	PO-283293	111.10
138774	RADIO SHACK ACCOUNTS REC	PO-280320	117.92
138775	RALPHS GROCERY CO	PO-281599	39.78
138776	SCHOOL BUS PARTS CO	PO-281055	79.49
138777	SUPPLY LINE BUILDING MATERIALS	PO-280382	42.36
138778	VISTA PAINT CORP	PO-280406	434.88
138779	WARDS NATURAL SCIENCE	PO-090464	806.72
		PO-090812	1,440.97
		PO-281392	142.55
138780	WARDS NATURAL SCIENCE	PO-281382	130.05
138781	MCGRAW-HILL COMPANIES	PO-281819	1,196.47
138782	RALPHS GROCERY CO	PO-090414	53.81
		PO-090415	109.46
		PO-090417	34.39
		PO-090949	143.24
		PO-280105	175.61
		PO-280817	14.58
		PO-282677	60.87
		PO-283970	265.72
138783	ATKINSON ANDELSON LOYA	PO-090232	23,715.56
		PO-091182	78,058.14
		PO-281803	7,469.78
138784	ABATEC INC	PO-091350	550.00
138785	AIRGAS SAFETY INC.	PO-282098	1,093.81
138786	ALPHA SOUND AND LIGHTING	PO-280263	1,797.26
138787	BEE MAN	PO-280269	475.00
138788	CAESAR'S APPLIANCE	PO-280275	343.26
138789	CRACK PATCHER INC	PO-090896	6,370.00
138790	DISCOUNT OFFICE SERVICES	PO-280118	25.53
		PO-282081	65.01
		PO-282332	38.83
138791	DUNN-EDWARDS CORP	PO-280244	474.51
138792	FEDERAL EXPRESS CORP	PO-280932	165.00
138793	GANAHL LUMBER	PO-280405	2,011.49
138794	GLEN PRODUCTS	PO-280256	496.68
138795	GUNTHER'S ATHLETIC SERV	PO-280207	1,592.00
		PO-280208	6,376.68
138796	HIRSCH PIPE & SUPPLY	PO-280350	301.99
138797	HYDRO-SCAPE PRODUCTS INC	PO-090061	167.31
		PO-280899	438.83
138798	JOHNSTONE SUPPLY	PO-090897	20,851.47
138799	KNORR SYSTEMS INC	PO-090506	2,741.48
		PO-282623	196.82
138800	LESLIES SWIMMING POOL SUPPLY	PO-280290	76.86

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....05/11/2009

Warrant Number	Name of Payee	Reference Number	Amount
138801	LIFETIME MEMORY PRODUCTS INC	PO-090752	43.10
		PO-090755	26.94
138802	LOOMIS	PO-280939	300.26
138803	SATO, YOKO	PV-095735	429.92
138804	BACK TO NATIVES RESTORATION	PO-283195	1,680.00
138805	IMAGINATION MACHINE, THE	PO-091372	895.00
		PO-091376	895.00
138806	MOTIVATIONAL MEDIA ASSEMBLIES	PO-091368	749.00
138807	OCEAN INSTITUTE	PO-091312	794.00
138808	ORANGE COUNTY PERFORMING ARTS	PO-091364	1,625.00
		PO-091377	475.00
		928 Warrants	\$3,903,410.47

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
ASR Food Distributors, Inc.	Bid No. 0708-22 Produce	5/12/2008
Ball Park Pizza Team, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Brandon Advertising, Inc. dba Amore Pizza	Bid No. 0809-03 Pizza Service	11/3/2008
Cabral Roofing & Waterproofing Corporation	Bid No. 0809-06 Roof Repair & Maintenance	7/21/2008
CDW Government, Inc.	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
Coca-Cola Bottling Company of Southern California	Bid No. 0708-08 Vending And Beverage Service	11/5/2007
Collins & Aikman Floorcoverings, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Consolidated Electrical Distributors, Inc.	Bid No. 0708-03 Electrical Supplies & Materials	6/25/2007
Culver Newlin	Newport-Mesa USD Bid No. 104-07, Purchase of School and Office Furniture	5/7/2007
David Taussig & Associates, Inc.	Bid No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008
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
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
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Galasso's Bakery	Bid No. 0809-02 Bakery Products	8/11/2008
Gilbert & Stearns, Inc.	Bid No. 0708-02 Electrical Service	6/25/2007
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Gov Place	California Multiple Award Schedule Contract No. 3-99-70-0920C, Purchase Electronic Data Processing and Telecommunications Good and Services	11/14/2005
Hardy & Harper, Inc.	Bid No. 0708-01 Asphalt Paving, Sealcoating and Repair	6/25/2007
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008
JJ Managment Company dba Jo Jo's Pizza Kitchen	Bid No. 0809-03 Pizza Service	11/3/2008
Jones-Campbell	Glendale USD P16-04/05, Purchase of Classroom and Office Furniture and Equipment	5/23/2005
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Mepco Services, Inc.	Bid No. 0708-16 San Juan Hills High School Stadium - Phase II	2/11/2008
Modular Structures, Inc.	Bid No. 0405-09 Single Story & Two-Story Relocatable Buildings Districtwide	10/18/2004
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
Office Depot	Santa Ana USD Bid NO. 8-06, Purchase of School Paper Supplies	5/7/2007
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific Mobile Home Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paul C. Miller Construction Co., Inc.	Bid No. 0708-26 San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades	12/8/2008
Penny Vision LLC/Circle Venture LLC dba Pizza Hut, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Petro Diamond Incorporated	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Planning Center (The)	RFP - On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities	6/25/2007

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Roadways International, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
S.C. Fuels (Southern Counties Oil Company)	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Southwest School Supply	Placentia-Yorba Lina USD Bid No. 209-4, Purchase of Instructional and Office Supplies	1/12/2009
Sprint/Nextel	California Strategically Sourced Wireless Contracts No. 1S-05-58-01	2/13/2006
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Transportation Charter Services, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Troxell Communications, Inc.	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
U.S. Foodservice, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
UltraSystems	RFP - On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities	6/25/2007
USA Shade & Fabric Structures, Inc.	Bid No. 0708-13 Shade Structures	6/25/2007
Valiant IMC	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Verizon Wireless	California Strategically Sourced Wireless Contracts No. 1S-05-58-02	2/13/2006
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WCS/CA, Inc.	Orange County Department of Education Resolution No. 0203-76, Labor Compliance Program	3/10/2003
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	RFP No. 1-0506 Total Intergrated Printing Solution	10/17/2005

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **APPROVAL: DONATION OF FUNDS/EQUIPMENT**



BACKGROUND INFORMATION

Board Policy 3290 requires that any grant or bequest made to the School District by an individual or organization be presented to the Board for approval.

CURRENT CONSIDERATIONS

A number of gifts have been donated to the District and are explicitly listed under Staff Recommendation below.

FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$128,719.63 for District schools and will be reflected in the appropriate accounts in the 2008/09 budget.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the following gifts with the acceptance subject to the condition that the District does not guarantee maintenance of these items or expenditure of any District funds for their continued use:

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Kelly Peeples	\$ 20.00	Instructional Supplies	Adult Transition Program
Mission Hospital Regional Center	\$ 12,500.00	Instructional Supplies	Adult Transition Program
C.N. Yamashiro	\$ 1,000.00	Instructional Supplies	Adult Transition Program
Target Take Charge of Education	\$ 595.33	Educational Supplies	Arroyo Vista Elementary
Arroyo Vista Science Boosters	\$ 432.00	Science Camp	Arroyo Vista Elementary
WaMu for Schools Program	\$ 118.48	Instructional Supplies	Bathgate Elementary
United Way	\$ 36.40	Instructional Materials	Bathgate Elementary
Kroger	\$ 228.77	Instructional Materials	Bathgate Elementary
Edison International	\$ 550.00	Supplies	Canyon Vista Elementary
Canyon Vista PTA	\$ 475.00	School Assembly	Canyon Vista Elementary

**Approval: Donation of Funds/Equipment
May 11, 2009**

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Wells Fargo Matching Gift Program	\$ 40.00	Instructional Materials	Capistrano Valley High School
Lori May	\$ -	HP Deskjet Printer	Carl Hankey K-8
Jocelyn Mauricio	\$ -	Science Supplies/ Equipment	CHOOSE
Concordia PTA	\$ 555.00	Traveling Scientist	Concordia Elementary
Concordia PTA	\$ 350.00	Classroom Equipment	Concordia Elementary
Concordia PTA	\$ 1,555.34	Audio Equipment	Concordia Elementary
Concordia PTA	\$ 1,191.00	Field Trip	Concordia Elementary
Concordia PTA	\$ 2,085.00	Field Trip	Concordia Elementary
Scholastic, Inc.	\$ 165.00	Transportation for Field Trip	Crown Valley Elementary
Wells Fargo Community Support	\$ 140.00	Instructional Supplies	Dana Hills High School
Dana Point Fine Arts Association	\$ 2,500.00	Cabinets for Art Department	Dana Hills High School
The Irvine Museum	\$ 390.00	Field Trip	Del Obispo Elementary
Golden Spoon Frozen Yogurt Frock, Inc.	\$ 736.00	Supplies	Del Obispo Elementary
Ralphs Grocery Company/Kroger	\$ 444.61	Supplies	Del Obispo Elementary
Target Take Charge of Education	\$ 348.59	Educational Supplies	Don Juan Avila Elementary School
DJAMS ASB P.E. Club	\$ -	Xerox Phaser 3600N	Don Juan Avila Middle School
George White 3rd Grade Class	\$ 1,740.00	Classroom Supplies	George White Elementary
Palisades PTA	\$ 255.00	School Assembly	George White Elementary
Kinoshita PTA	\$ 2,918.40	Field Trip	Kinoshita Elementary
Kinoshita PTA	\$ 1,270.00	School Assembly	Kinoshita Elementary
V. Patricia Beyer	\$ 2,000.00	Instructional Materials	Kinoshita Elementary
GLS-L Inc. Baskin Robbins	\$ 48.87	Instructional Materials	Ladera Ranch Elementary School
AYSO	\$ 500.00	Instructional Materials	Ladera Ranch Middle School
Lifetouch	\$ 886.00	Instructional Materials	Ladera Ranch Middle School
Las Flores Elementary Booster Club	\$ 4,592.28	Transportation for Outdoor Science Camp	Las Flores Elementary
Las Flores Elementary	\$ 1,320.00	Outdoor Science Camp	Las Flores Elementary
Las Flores Elementary Booster Club	\$ 14,762.50	Camp Registration	Las Flores Elementary
Santa Margarita/Trabuco Canyon Pop Warner	\$ 1,500.00	Instructional Materials	Las Flores Middle School
iJourney Tours, Inc.	\$ 450.00	Teachers for Field Trip	Las Flores Middle School
Vending Plus	\$ 440.94	Instructional Materials	Las Flores Middle School
Lobo Booster Club	\$ 17,955.00	Outdoor Science Camp	Lobo Elementary
Lifetouch National School Studios	\$ 485.00	Instructional Materials	Lobo Elementary
Clarence Lobo Elementary School PTA	\$ 3,600.00	Science Camp Transportation	Lobo Elementary
Clarence Lobo Elementary School PTA	\$ 535.00	Field Trip	Lobo Elementary

**Approval: Donation of Funds/Equipment
May 11, 2009**

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Marblehead PTA	\$ 8,000.00	Primary Music Program	Marblehead Elementary
Marblehead PTA	\$ 16,428.00	Science Camp/Transportation	Marblehead Elementary
Moulton PTA	\$ 1,340.00	Field Trip	Moulton Elementary
Henkel of America	\$ 1,530.00	ESL Program	Newhart Middle School
Cynthia Mouacdie	\$ -	Swingline Electric Stapler	Niguel Hills Middle School
Niguel Hills Booster Club	\$ -	MacBook Pro Computer	Niguel Hills Middle School
Education Foundation for OC Schools	\$ 4,335.45	SRA Reading Lab Kits 5th Grade Science Camp/3rd Grade Field Trip	Oak Grove Elementary
Oso Grande PTA	\$ 2,182.00	Field Trip	Oso Grande Elementary
Palisades PTA	\$ 1,372.00	Field Trip	Palisades Elementary
Palisades PTA	\$ 1,098.00	Science Stipends	Palisades Elementary
Reilly Foundation	\$ 2,745.00	4th Grade Field Trip	Reilly Elementary
Reilly Foundation	\$ 755.50	Field Trip	Reilly Elementary
RH Dana Elementary Booster Club	\$ 2,430.00	5th Grade Field Trip	RH Dana Elementary School
Brian Wakeman	\$ -	Science Supplies	San Clemente High School
San Juan Elementary PTA	\$ 260.00	Child Care for PTA Meetings	San Juan Elementary
San Juan Children's Education Foundation	\$ 1,000.00	5th Grade Camp and Transportation	San Juan Elementary
Brad Rambo & Associates, Inc.	\$ -	204 Sweatshirts	Shorecliffs Middle School
Target Take Charge of Education	\$ 86.59	Educational Supplies	Viejo Elementary
Viejo School 5th Grade Science Camp	\$ 632.50	5th Grade Field Trip	Viejo Elementary
James H. Devine	\$ 189.00	Instructional Materials	Vista del Mar Elementary
Wood Canyon Elementary Foundation	\$ 570.00	Science Camp Teacher Stipends	Wood Canyon Elementary
Cutie Petuntie	\$ 44.08	Instructional Materials	Wood Canyon Elementary

The Board accepts such gifts with the understanding that they will be disposed of in a legal manner at such time as they are no longer usable at the District.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0607-06 – OUTSOURCE
TRANSPORTATION SERVICE – AMERICAN LOGISTICS COMPANY,
LLC FOR 2009/10**

BACKGROUND INFORMATION

At the September 11, 2006, Board meeting, Bid No. 0607-06 – Outsource Transportation Service was awarded to American Logistics Company, LLC for the 2006/07 school year. This service provides individualized supplemental door-to-door transportation when the District cannot accommodate using its own school buses. The contract provides services for those students who require transportation, door-to-door to and from their homes to a particular school. This bid called for the original contract term of September 12, 2006 through June 30, 2007, with four (4) one-year renewal periods, at the option of the Board of Trustees. This renewal period may not exceed 48 months as allowed by California Education Code 17596.

At the June 25, 2007, meeting the Board executed the option to extend the contract for the first renewal period of July 1, 2007 through June 30, 2008, at the same prices, terms and conditions as the original agreement.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement. The pricing on this contract has not increased since its inception in 2006.

The expenditures under this contract for outsource transportation service districtwide total \$0 for the 2006/07 fiscal year, \$74,575.94 for the 2007/08 fiscal year and \$70,352.50 to date for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0607-06 – Outsource Transportation Service for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

**Extension of Bid No. 0607-06 – Outsource Transportation Service
American Logistics Company, LLC for 2009/10**

May 11, 2009

Page 2

The contractor has agreed to issue a credit of \$1,260.00 in lieu of providing a performance bond which was waived by the District as a cost savings measure. The contractor will extend the contract for the next 12 months at the same prices, terms and conditions as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and American Logistics Company, LLC for the period July 1, 2009 through June 30, 2010.

FINANCIAL IMPLICATIONS

Funding will come from the appropriate accounts.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0607-06 – Outsource Transportation Service with American Logistics Company, LLC for the third renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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KEN MADDOX

SUE PALAZZO

Mr. Craig Puckett
President
American Logistics Company, LLC
520 West Dyer Road
Santa Ana, CA 92707

Subject: Bid No. 0607-06 – Outsource Transportation Service

Dear Mr. Puckett:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

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CAPISTRANO UNIFIED SCHOOL DISTRICT
Outsource Transportation Service – Bid No. 0607-06

2008-2009 Prices

Minimum Trip Charge	\$37.50
Cost Per Mile	\$ 2.50
Waiting Time – Meter Charge	\$50.00
Charge for Cancelled Trip	No Charge (3 hour notice)
Lead Time to Schedule	24 Hours/Same Day on Space Available Basis

UNIT PRICES

Type of Transport	Originator Fee	Labor	Mileage
Up to 3 passengers	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile
Up to 7 passengers	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile
Up to 3 passengers wheelchair capable van	\$35.00 fixed	\$50.00 per hour	\$2.50 per mile



AMERICAN LOGISTICS
COMPANY, LLC
IMPROVING TRANSPORTATION
THROUGH TECHNOLOGY

April 13, 2009

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

RE: Bid No. 0607-06 – Outsourced Transportation Service

Dear Terry,

I am writing this letter as a follow up to our recent meeting, including Mike Patton regarding transportation for some of your Special Needs Students and the desire to lower costs for Capistrano Unified School District.

As stated, even though this contract has a good bit of construction language, we look forward to a renewal as of July 1, 2009. After the first month of service under the 2009-2010 contract, American Logistics Company (ALC) has agreed to deduct \$1,260.00 from the first month invoice (or multiple invoices until the total deduction has been satisfied). The deduction is a result of Capistrano's agreement that the \$60,000.00 performance bond is not required as part of our service agreement.

ALC considers Capistrano Unified School District an excellent long term partner and we look forward to working with you and the Transportation and Special Education teams to work on solutions that help to lower costs.

I fully understand the potential for additional transportation services in the near future may present itself. I am available anytime to discuss and negotiate a pricing matrix that is more in line with your budget constraints, while still providing excellent and dependable services.

Sincerely,

Chris Thomas

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AMERICAN LOGISTICS COMPANY, LLC

Bid No. 0607-06 – Outsource Transportation Service called for an original contract period of September 12, 2006 through June 30, 2007, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with American Logistics Company, LLC, pursuant to Bid No. 0607-06, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on September 11, 2006, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

American Logistics Company, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0809-06 – ROOF REPAIR AND MAINTENANCE – CABRAL ROOFING AND WATERPROOFING CORP. FOR 2009/10**

BACKGROUND INFORMATION

At the July 21, 2008, Board meeting, Bid No. 0809-06 – Roof Repair and Maintenance was awarded to Cabral Roofing and Waterproofing Corp. for the 2008/09 school year. This bid called for an original contract term of July 1, 2008 through June 30, 2009, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

The expenditures under this contract for roof repair and maintenance districtwide total \$57,622.10 for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0809-06 – Roof Repair and Maintenance for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months at the same prices, terms and conditions as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Cabral Roofing and Waterproofing Corp. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0809-06 – Roof Repair and Maintenance
Cabral Roofing and Waterproofing for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0809-06 Roof Repair and Maintenance with Cabral Roofing and Waterproofing Corp., for the first renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

**BOARD OF
TRUSTEES**

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Mr. Deciderio Cabral
Vice President
Cabral Roofing & Waterproofing, Corp.
815 West Olympic Blvd.
Montebello, CA 90640

Subject: Bid No. 0809-06 – Roof Repair and Maintenance

Dear Mr. Cabral:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

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**Capistrano Unified School District
 ROOF REPAIR AND MAINTENANCE - BID NO. 0809-06 - BID PRICE SHEET**

Note: All rates herein include all standard tools, supplies and equipment normally required

HOURLY LABOR RATES (Portal to Portal)

		Bid Price
1. Straight time labor rate	Per Hr	66.90
2. Overtime labor rate	Per Hr	100.36

MILEAGE

3. 20-mile radius from place of business	Per Hr	96.00
4. 21 to 100 mile radius from place of business	Per Hr	96.00

ROOFING WORK (Apply in lieu of Nos. 1-4 above when applicable)

5. Standard 3-course work - no preparation	Per Sq Ft	6.60
6. Standard 5-course work - no preparation	Per Sq Ft	8.52
7. Cut and/or clean and 3-course - demolition/removal	Per Sq Ft	5.10
8. Cut and/or clean and 5-course - demolition/removal	Per Sq Ft	5.40
9. Install new wood sleepers - labor only	Per Sq Ft	240.00
10. Spud gravel to felts	Per Sq Ft	1.14
11. Spud slag to felts	Per Sq Ft	1.26
12. Install 18" wide cap sheet, 3-course edges	Per Sq Ft	8.34
13. Install 36" wide cap sheet, 3-course edges	Per Sq Ft	8.34
14. Install cap sheet	Per Sq Ft	2.10
15. Install 2 layer #40 or one layer #80 - set in asphalt	Per Sq Ft	7.18
16. R&R conduit blocks - repair roof	Per Sq Ft	6.60
17. Monoform patch-and-spray work, clean roof, prime with asphalt prime, install monoform at 9 gallons per square, with chopped fiberglass roving at #3 per square, and a coat of nonfibrated aluminum reflected coating at 200 squares minimum size	Per Sq Ft	1.98
18. Same as No. 17 ¹⁷ above: at 201-1,000 squares	Per Sq Ft	1.92
19. Same as No. 17 ¹⁷ above: at 1,001-2,000 squares	Per Sq Ft	1.86
20. Same as No. 17 ¹⁷ above: at 2,001 + squares	Per Sq Ft	1.80

PVC ROOF SYSTEM

		Bid Price
21. Standard PVC roofing membrane, heat welded over approved separation sheet	Per Sq Ft	3.90
22. Standard PVC roofing membrane with #12 pr sq. ft. ballast over approved separation sheet	Per Sq Ft	5.10
23. PVC flashing heat welded with metal collar above and below and stainless steel band for 12" diameter metal exhaust stack	Per Sq Ft	10.20
24. Same as No. 23 above for 18" diameter metal exhaust stack	Per Sq Ft	12.60
25. Same as No. 23 above for 24" diameter metal exhaust stack	Per Sq Ft	18.60
26. Same as No. 23 above for 36" diameter metal exhaust stack	Per Sq Ft	22.20
27. PVC boot flashing with stainless steel band for 1" to 3" diameter metal vent pipe	Per Sq Ft	198.00
28. Same as No. 27 above 4" to 6" diameter metal vent pipe	Per Sq Ft	222.00
29. PVC clad metal flashing .020" thick membrane laminated to 25 ga. sheet metal	Per Sq Ft	7.14
30. PVC clad metal gutter flashing .020 thick membrane laminated to 25 ga. sheet metal	Per Sq Ft	18.00
31. PVC membrane cover (heat welded) equipment mount curb flashing for 4" x 4" to 4" x 8"	Per Sq Ft	9.60
32. Same as No. 31 above for 4" x 10" to 4" x 12"	Per Sq Ft	10.20
33. Same as No. 31 above for 12" wide flange	Per Sq Ft	10.80
34. PVC metal clad pitch pocket flashing .020 thick membrane laminated to 25 ga. galvanized sheet metal with approved filler 6" square	Per Sq Ft	192.00
35. Same as No. 34 above 12" square	Per Sq Ft	216.00
36. 8" x 8" PVC puncture patch with 2" full perimeter heat weld	Per Sq Ft	150.00
37. PVC walking pad (protection pad)	Per Lin Ft	19.80

SBS ROOF SYSTEM

		Bid Price
38. Four-ply hot-mop-modified mineral surfaced roofing system (class A)	Per Sq Ft	4.74
39. Lead flashing with stainless steel band up 4" diameter metal vent pipe	Per Ea	198.00
40. Split lead flashing with stainless steel band up to 4" diameter pipe	Per Ea	222.00
41. 3' x 3' lead flashing for roof drains	Per Ea	222.00
42. Two-ply hot-mop modified mineral surface base flashing system	Per Ea	6.42

SBS ROOF SYSTEM

		Bid Price
43. 1/2" Apoc walking pad	Per Ea	72.00
44. 2" x 4" pipe block with a pipe clamp and protection pad up to 24" long	Per Ea	114.00
45. 4" X 4" pipe block with a pipe clamp and protection pad up to 24" long	Per Ea	132.00
46. 24 ga. Kynar 500 prepainted edge metal	Per Lin Ft	6.90
47. 24 ga. Kynar 500 prepainted coping metal	Per Lin Ft	11.10
48. 24 ga. galvanized surface mount	Per Lin Ft	6.12
49. 24 ga. galvanized wall scupper	Per Ea	192.00

APP ROOF SYSTEM

50. Four-ply heat-welded modified-bitumen mineral surfaced roofing system (class A)	Per Sq Ft	6.66
51. Same as No. 39 above	Per Ea	198.00
52. Same as No. 40 above	Per Ea	222.00
53. Same as No. 41 above	Per Ea	222.00
54. Two-ply heat-welded modified bitumen mineral surface base flashing system	Per Ea	7.20
55. Same as No. 43 above	Per Ea	72.00
56. Same as No. 44 above	Per Ea	114.00
57. Same as No. 45 above	Per Ea	132.00
58. Same as No. 46 above	Per Lin Ft	6.90
59. Same as No. 47 above	Per Lin Ft	11.10
60. Same as No. 48 above	Per Lin Ft	6.12
61. Same as No. 49 above	Per Ea	192.00

COMPOSITION SHINGLE ROOF SYSTEM

62. 40-year shingle with 30-lb. felt	Per Sq Ft	4.02
63. Hip and ridge	Per Lin Ft	5.58
64. 24" valley metal	Per Lin Ft	7.62
65. Two-way metal	Per Lin Ft	6.12
66. 110-degree metal	Per Lin Ft	6.12
67. Galvanized pipe flashing up to 4"	Per Ea	78.00
68. 5"- 24 ga. 500 Kynar prepainted K gutter system	Per Lin Ft	11.70
69. 4"- 24 ga. 500 Kynar prepainted downspout	Per Lin Ft	12.18
70. 4" schedule 40 steel downspouts	Per Lin Ft	21.60

CLAY TILE ROOF SYSTEM

		Bid Price
71. US two-piece tile with copper tie-down system and 1 square modified underlayment	Per Sq Ft	7.50
72. Clay bird stop	Per Ea	6.72
73. Trim (rakes and hip)	Per Lin Ft	6.42
74. Same as No. 64 above	Per Lin Ft	7.62
75. Same as No. 66 above	Per Lin Ft	6.12
76. Galvanized flashing and aluminum flashing up to 6" diameter pipe	Per Ea	7.32
77. 2" x nailers all wrapped with a granular modified membrane	Per Lin Ft	96.00

INSULATION REPAIRS

78. R19, #2 density foam insulation 3/4" thick, installed with 1 mechanical fastener per 3 SF	Per Sq Ft	2.40
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CLASSIFICATION OF LABOR FOR CLAY TILES AND COMPOSITION SHINGLE ROOFING

Roofer	Straight Time	Overtime
79. Foreman	75.00	112.50
80. Journeyman	65.00	97.50
81. Apprentice	60.00	90.00

USAGE RATES

82. Truck	Per work day	350.00
83. Portable Generator	Per work day	400.00
84. Portable Hoist	Per work day	350.00

Annual roof inspection and maintenance to new roof systems. Inspection and maintenance to include all cleaning of debris on roof area, drains, and downspouts. Inspection and maintenance of all general flashings, including, but not limited to pipe flashings, wall flashings, base flashings, drains, equipment platforms, and counter flashings. Price by square feet

	PVC	BUR	TILE	METAL
First Year	0.08	0.08	0.08	0.08
Second year	0.09	0.09	0.09	0.09
Third Year	0.1	0.1	0.1	0.1
Fourth Year	0.11	0.11	0.11	0.11
Fifth Year	0.12	0.12	0.12	0.12



Ms. Terry Fluent
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675

Subject: Bid No. 0809-06-Roof repairs Maintenance

Dear Ms. Fluente:

In response to your letter regarding the above referenced bid, we must inform you that due to the increase on roofing materials we are unable to reduce our costs. However, Cabral Roofing & Waterproofing Corp will not change existing prices considering the increase in materials and sales taxes. Your understanding and collaboration on this matter is appreciated. For further question please call or email me.

Sincerely,

A handwritten signature in black ink, appearing to read "Deciderio Cabral", with a long horizontal flourish extending to the right.

Deciderio Cabral
Vice President
323-832-9100 Ext 119
desi@cabralroofing.com

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CABRAL ROOFING AND WATERPROOFING CORP.

Bid No. 0809-06 – Roof Repair and Maintenance called for an original contract period of July 22, 2008 through June 30, 2009, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Cabral Roofing and Waterproofing Corp., pursuant to Bid No. 0809-06, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on July 21, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Cabral Roofing and Waterproofing Corp.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-01 – ASPHALT PAVING,
SEALCOATING, AND REPAIR – HARDY & HARPER, INC. FOR 2009/10**



BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair was awarded to Hardy & Harper, Inc. for the 2007/08 school year. This bid called for the original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$679,097.55 for the 2007/08 fiscal year and \$300,613.89, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months at the same prices, terms and conditions as the original agreement, Exhibit B. There has not been a price increase on this contract since its inception in 2007.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Hardy & Harper, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair
Hardy & Harper, Inc. for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair with Hardy & Harper, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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Mr. Steve Kirschner
Vice President
Hardy & Harper, Inc.
1312 East Warner Avenue
Santa Ana, CA 92705

Subject: Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair

Dear Mr. Kirschner:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

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EXHIBIT A

1 of 4

101

BID PRICE SHEET

3" R and R		
Minimum charge	Minimum Charge	
100 SF to 500 SF	Square Foot	\$ 1,200.00
501 SF to 1000 SF	Square Foot	\$ 5.00
1001 SF to 3000 SF	Square Foot	\$ 3.30
3001 SF to 6000 SF	Square Foot	\$ 2.75
	Square Foot	\$ 2.15
4" R and R		
Minimum charge	Minimum Charge	
100 SF to 500 SF	Square Foot	\$ 1,200.00
501 SF to 1000 SF	Square Foot	\$ 7.40
1001 SF to 3000 SF	Square Foot	\$ 4.85
3001 SF to 6000 SF	Square Foot	\$ 4.10
	Square Foot	\$ 3.50
6" R and R		
Minimum charge	Minimum Charge	
100 SF to 500 SF	Square Foot	\$ 1,500.00
501 SF to 1000 SF	Square Foot	\$ 9.40
1001 SF to 3000 SF	Square Foot	\$ 6.85
3001 SF to 6000 SF	Square Foot	\$ 6.10
	Square Foot	\$ 5.50
SKIN PATCH - various locations - average 1/2" - 1" thick		
Minimum charge	Minimum Charge	
100 SF to 500 SF	Square Foot	\$ 1,200.00
501 SF to 1000 SF	Square Foot	\$ 5.00
1001 SF to 3000 SF	Square Foot	\$ 2.20
3001 SF to 6000 SF	Square Foot	\$ 1.30
	Square Foot	\$ 1.00
OVERLAY - one location, "Petromat" fabric with 1 1/2" overlay		
Minimum charge	Minimum Charge	
500 SF to 1000 SF	Square Foot	\$ 1,500.00
1001 SF to 5000 SF	Square Foot	\$ 3.65
5001 SF to 10,000 SF	Square Foot	\$ 2.25
10,001 SF to 20,000 SF	Square Foot	\$ 1.30
20,001 SF to 40,000 SF	Square Foot	\$ 1.10
	Square Foot	\$ 1.00
OTHER		
Place 1" additional thickness asphalt	Square Foot to each unit	\$ 0.40
Place 1" additional thickness asphalt - including removal	Square Foot to each unit	\$ 1.00

Bid Form 2

SPEED BUMPS - Average 35' long		
Minimum charge		
Bumps	\$ 800.00	Minimum Charge
	\$ 150.00	Each
6" AC BERM		
Minimum charge	\$ 800.00	Minimum Charge
100 LF to 500 LF	\$ 3.50	Lineal Foot
501 LF to 1000 LF	\$ 3.00	Lineal Foot
1001 LF to 3000 LF	\$ 2.50	Lineal Foot
ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING		
Minimum charge	\$ 1,500.00	Minimum Charge
100 SF to 500 SF	\$ 7.80	Square Foot
501 SF to 1000 SF	\$ 5.30	Square Foot
1001 SF to 3000 SF	\$ 4.60	Square Foot
3001 SF to 6000 SF	\$ 3.50	Square Foot
6001 SF to 10,000 SF	\$ 3.00	Square Foot
10,001 SF to 15,000 SF	\$ 2.80	Square Foot
Place 1" thick AGG base, including removal	\$ 0.80	Square Foot to each unit
RAMP TRANSITION		
Minimum move-in per site	\$ 1,200.00	Site
Minimum move-in per ramp	\$ 240.00	Ramp
REDWOOD HEADERS		
2" x 4"		
2" x 6"	\$ 3.00	Lineal Foot
	\$ 3.50	Lineal Foot
SLURRY		
1 SF to 2000 SF	\$ 0.70	Square Foot
2001 SF to 10,000 SF	\$ 0.35	Square Foot
10,001 SF to 20,000 SF	\$ 0.085	Square Foot
20,001 SF to 40,000 SF	\$ 0.08	Square Foot
40,001 SF and over	\$ 0.07	Square Foot
STRIPING		
3" wide		
Miscellaneous legends	\$ 0.30	Lineal Foot
	\$ 0.40	Lineal Foot
SEALCOAT - unit prices indicate one coat application		
1 SF to 2000 SF	\$ 0.70	Square Foot
2001 SF to 10,000 SF	\$ 0.35	Square Foot
10,001 SF and over	\$ 0.085	Square Foot

Bid Form 3

303

CONCRETE CURB	\$ 8.00	Lineal Foot
GUTTER	\$ 4.00	Square Foot
ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick	\$ 100.00	Each
CRACK REPAIR - grind and fill	\$ 0.80	Lineal Foot
CONCRETE FLOW LINE - 3' x 6"	\$ 12.00	Lineal Foot
GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS	\$ 3.00	Lineal Foot
CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE	\$ 150.00	Each
SCHEDULE 40 PVC DRAIN PIPE		
In dirt		
In asphalt	\$ 0.80	Lineal Foot
In concrete	\$ 0.80	Lineal Foot
	\$ 0.80	Lineal Foot
FLATWORK - 4" concrete	\$ 3.00	Square Foot
OPERATED EQUIPMENT		
Backhoe		
Dump truck	\$ 150.00	Hour
Roller	\$ 95.00	Hour
Skip loader	\$ 120.00	Hour
Bobcat	\$ 130.00	Hour
Water truck	\$ 135.00	Hour
Blade	\$ 95.00	Hour
950 loader	\$ 160.00	Hour
	\$ 180.00	Hour
LABOR - not covered in unit prices	\$ 87.00	Hour
MINIMUM CHARGE FOR ANY JOB	\$ 1,200.00	Lump Sum

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence,



March 26, 2009

Terry Fluent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, Ca. 92675

Re: Bid Number 0708-01 - Asphalt Paving, Sealcoating and Repair

Dear Terry:

We at Hardy & Harper, Inc., wish to extend our contract, Bid No. 0708-01 - Asphalt Paving, Sealcoating and Repair, with the Capistrano Unified School District. We will agree to extend this contract for one (1) additional year, from July 1, 2009 through June 30, 2010.

We were going to request a 5% increase on our current unit prices. After receiving your letter regarding renewal of our contract we have reconsidered and will agree to extend this contract at our current rates.

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Steve Kirschner
Vice President

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
HARDY & HARPER, INC.

Bid No. 0708-01 – Asphalt Paving, Sealcoating, and Repair called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Hardy & Harper, Inc., pursuant to Bid No. 0708-01, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Hardy & Harper, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-02 – ELECTRICAL SERVICE – GILBERT & STEARNS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-02 – Electrical Service was awarded to Gilbert & Stearns, Inc. for the 2007/08 school year. This bid called for the original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, with reduced prices for equipment rentals and labor prices remaining the same as the original agreement. The terms and conditions remained the same.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$674,220.35 for the 2007/08 fiscal year and \$126,898.20, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-02 – Electrical Service for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months with reduced prices for labor and no increase on equipment rentals. The terms and conditions remain the same as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Gilbert & Stearns, Inc., for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-02 – Electrical Service
Gilbert & Stearns, Inc. for 2009/10**
May 11, 2009
Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-02 – Electrical Service with Gilbert & Stearns, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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KEN MADDOX

SUE PALAZZO

Mr. Robert Kingsmill
President
Gilbert & Stearns, Inc.
609 East Fourth Street
Santa Ana, CA 92701

Subject: Bid No. 0708-02 – Electrical Service

Dear Mr. Kingsmill:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

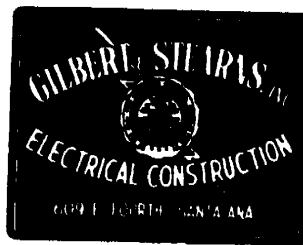
Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

Serving the Southern California communities of

Aliso Viejo • Costa Mesa • Dana Point • Ladera Ranch • Laguna Niguel • Los Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano



R.W. KINGSMILL
M.B. KINGSMILL

SINCE 1928

P.O. BOX 176

PHONE (714) 547-7695 FAX (714) 558-0378

SANTA ANA, CA 92702

March 31, 2008

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

Re: District-Wide Electric Service Contract
Bid No. 0708-02 1 July 2008 thru 30 June 2009 Renewal

Dear Ms. Fluent:

We would greatly appreciate the renewal of our contract for another 12 month period. As you are no doubt aware, as of February 2008 the Consumer Price Index was at 4.03%. Prevailing wage rates, and our union rates, have not yet been determined beyond May 31, 2008. Based on past experience, we anticipate that during the next contract period with the District hourly labor rates will increase by \$2.56 per hour for journeymen and \$1.79 per hour for apprentices.

We are sympathetic to the District's needs due to the budget cuts dictated by Sacramento. We have responded in the past to the District's request not to increase rates and will do so again. In spite of rapidly rising fuel costs and anticipated labor increases, we are proud to offer the District no increase in labor rates for the proposed renewal period. Additionally, we have reduced the equipment rental rates. We have included an amount for shift work should we be unable to work during school hours. We have found that having this rate approved in advance saves time for everyone should this rate be needed. This rate is less than the rate for overtime work.

	<u>Current Rate</u>	<u>Rate Increase</u>	<u>Requested Rate</u>	<u>Shift Rate</u>
Journeyman Electrician	\$ 64.99 ✓	0.00%	\$ 64.99 ✓	\$ 81.23
Apprentice Electrician	\$ 47.99 ✓	0.00%	\$ 47.99 ✓	\$ 59.99
<u>Backhoe with Operator</u>				
18½" digging depth, 1CY front bucket	\$ 112.00 ✓	<1.78%>	\$ 110.00 ✓	
Minimum 18" wide compaction wheel	\$ 129.00 ✓	<1.55%>	\$ 127.00 ✓	
12CY Dump Truck with Driver	\$ 96.00 ✓	<2.08%>	\$ 94.00 ✓	

If there are any questions, please do not hesitate to call me.

Very truly yours,

GILBERT & STEARNS, INC.

Robert W. Kingsmill
President

RWK/pc

311



R.W. KINGSMILL
M.B. KINGSMILL

SINCE 1928

P.O. BOX 176

PHONE (714) 547-7695 FAX (714) 558-0378

SANTA ANA, CA 92702

March 23, 2009

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

Re: District-Wide Electric Service Contract
Bid No. 0708-02 1 July 2009 thru 30 June 2010 Renewal

Dear Ms. Fluent:

First, we would like to thank the District for having renewed our contract for the current year and want to express our interest in the renewal of our contract for another 12 month period. We are completely sympathetic to the District's needs as all businesses are looking to reduce costs in every possible way during this economic crisis.

When the District asked for our help last year we were able to maintain the same labor rates (while absorbing two labor increases totaling \$2.25) and to reduce the equipment rates slightly. During this year's renewal we will absorb an additional two rate prevailing/union wage increases anticipated to total \$2.00 - 3.00. Therefore, we are only able to offer the District a slight decrease in the labor rate and no cost increase on the equipment rates.

In addition to our straight-time rates, we have included an amount for shift work should we not be able to work during school hours. We have found in the past that having this rate approved in advance saves time for everyone should this rate be needed. This rate is less than the rate for overtime work.

	<u>Current</u> <u>Rate</u>	<u>Rate</u> <u>Change</u>	<u>Requested</u> <u>Rate</u>	<u>Shift</u> <u>Rate</u>
Journeyman Electrician	\$ 64.99	<.1385%>	\$ 64.90	\$ 81.13
Apprentice Electrician	\$ 47.99	<.1385%>	\$ 47.90	\$ 59.88
<u>Backhoe with Operator</u>				
18½" digging depth, 1CY front bucket	\$ 10.00	0.00%	\$ 10.00	
Minimum 18" wide compaction wheel	\$ 27.00	0.00%	\$ 27.00	
12CY Dump Truck with Driver	\$ 94.00	0.00%	\$ 94.00	

If there are any questions, please do not hesitate to call me.

Very truly yours,

GILBERT & STEARNS, INC.

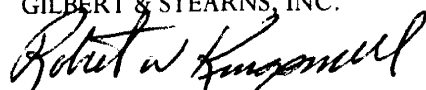

Robert W. Kingsmill
President

EXHIBIT B

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
GILBERT & STEARNS, INC.

Bid No. 0708-02 – Electrical Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Gilbert & Stearns, Inc., pursuant to Bid No. 0708-02, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Gilbert & Stearns, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



**SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-03 – ELECTRICAL
SUPPLIES AND MATERIALS – CONSOLIDATED ELECTRICAL
DISTRIBUTORS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-03 – Electrical Supplies and Materials was awarded to Consolidated Electrical Distributors, Inc. for the 2007/08 school year. This bid called for the original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same discounts, terms and conditions as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$430,808.44 for the 2007/08 fiscal year and \$70,026.73, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-03 – Electrical Supplies and Materials for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months at the same discounts, terms and conditions as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Consolidated Electrical Distributors, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-03 – Electrical Supplies and Materials
Consolidated Electrical Distributors, Inc. for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-03 – Electrical Supplies and Materials to Consolidated Electrical Distributors, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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SUE PALAZZO

Mr. Erik Klipfel
Manager
Consolidated Electrical Distributors, Inc.
446 Calle de los Molinas
San Clemente, CA 92672

Subject: Bid No. 0708-03 – Electrical Supplies and Materials

Dear Mr. Klipfel:

Your current contract for supplies to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM

A. Pursuant to the DISTRICT'S "Notice Calling for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the bid documents, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

ELECTRIC SUPPLIES - BID NO. 0708-03

BID PRICE SHEET

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the *Electrical Distributors Price Directory* (distributed by Trade Service Corporation) as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount from end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the first year base term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:

Discount Percentage

CONDUIT 10%

4,000	Galvanized	78.5 %
5,000	EMT	78.5 %
10,000	PVC 40	79.5 %
1,000	Flex (Aluminum)	45.5 %
5,000	Sealtite	52.5 %

FITTINGS 10%

800	Galvanized	82 %
800	EMT	82 %
800	PVC 40	72 %
1,000	Sealtite	47 %
100	Channel Fittings	62 %

WIRE 30%

50,000	THHN (copper)	64.2 %
--------	---------------	--------

BOXES 5%

100	Steel	78.5 %
100	Screwdriver and Raintite Enclosures	36 %

WIRING DEVICES 10%

25,000	Commercial	55.1 %
--------	------------	--------

DISTRIBUTION EQUIPMENT 5%

6	Metering	79 %
5	Panels	79 %
75	Breakers	51 %

MISCELLANEOUS 30%

500	Fuses	57 %
Each	Lamps	72.7 %
Each	Ballasts	71 %

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California, and that
Erik Klipfel

March 27, 2009
RE: **Bid No. 0708-03**
Electrical Supplies and Materials.

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

Dear Ms. Fluent:

This letter is to request renewal of **Bid No. 0708-03** for the procurement of electrical supplies and materials from CED San Clemente.

After due consideration on the District's request for a reduced bid for the next 12-month period, CED San Clemente will have to decline. It would be financially irresponsible to continue the level of service we provide at price levels lower than we are currently selling based on the current market conditions. There are currently several categories which we are selling material to the district below our actual cost. We waived the opportunity last renewal to raise these items to at least break even given your request for a reduced bid. This, coupled with the significantly reduced volume of material being purchased due to the lack of construction projects by CUSD has hampered our ability to purchase at greater volume discounts that we were getting in years past, leading to our overall materials costs rising on commodity items. We stand behind our decision made last year and will continue to honor the original bid in spite of these losses. We sincerely value the relationship we have with the District, and if there was any way possible to lower current commodities discounts we would.

We will continue work to reduce the costs on those items that we order out special for the District that are not covered by the bid price sheet. I would estimate that 25-30% of the orders placed do not fall into one of the commodities categories on the bid price sheet, and that they are higher dollar items due to the fact that they are replacement parts for fixtures, etc. We hope that this will be acceptable to the District as a compromise between CED San Clemente and the District given both of our current financial situations during these difficult times. I would estimate that we can save 5-10% on this segment of material purchases.

CED San Clemente agrees to renew said contract with no changes to the originally quoted discounts. This renewal is pursuant to section X, paragraph Y of the original agreement, and will be for the period beginning July 1, 2009 through June 30, 2010.

We look forward to continuing our relationship with the Capistrano Unified School District in the upcoming fiscal year. Thank you for the opportunity to serve you.

Sincerely,



Erik Klipfel
Manager

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM

A. Pursuant to the DISTRICTS "Notice Calling for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the bid documents, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

ELECTRIC SUPPLIES - BID NO. 0708-03

BID PRICE SHEET

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the *Electrical Distributors Price Directory* (distributed by Trade Service Corporation) as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount from end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the first year base term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:

Discount Percentage

CONDUIT 10%		
4,000	Galvanized	78.5 %
5,000	EMT	78.5 %
10,000	PVC 40	79.5 %
1,000	Flex (Aluminum)	45.5 %
5,000	Sealtite	52.5 %

School Legal Service of OC
Orange County Department of Ed

Bld Form

13

FITTINGS 10%

800	Galvanized	82 %
800	EMT	82 %
800	PVC 40	72 %
1,000	Sealtite	47 %
100	Channel Fittings	62 %

WIRE 30%

50,000	THHN (copper)	64.2 %
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BOXES 5%

100	Steel	78.5 %
100	Screwdriver and Raintite Enclosures	36 %

WIRING DEVICES 10%

25,000	Commercial	55.1 %
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DISTRIBUTION EQUIPMENT 5%

6	Metering	79 %
5	Panels	79 %
75	Breakers	51 %

MISCELLANEOUS 30%

5(X)	Fuses	57 %
Each	Lamps	72.7 %
Each	Ballasts	71 %

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California, and that
Erik Klipfel

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Bid No. 0708-03 – Electrical Supplies and Materials called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 0708-03, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Consolidated Electrical Distributors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



**SUBJECT: APPROVAL: EXTENSION OF BID NO. 0708-04 – FENCING MATERIALS,
REPAIR AND INSTALLATION – COMMERCIAL FENCE AND
IRONWORKS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-04 – Fencing Materials, Repair and Installation was awarded to Commercial Fence and Ironworks, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at reduced prices. The terms and conditions remained the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$75,678.00 for the 2007/08 fiscal year and \$43,030.44, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-04 – Fencing Materials, Repair and Installation for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months and has offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Commercial Fence and Ironworks, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-04 – Fencing Materials, Repair, and Installation
Commercial Fence and Ironworks, Inc. for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-04 – Fencing Materials, Repair, and Installation with Commercial Fence and Ironworks, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

**BOARD OF
TRUSTEES**

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MICHAEL S. WINSTEN
Vice President

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Clerk

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Ms. Candice Aubuchon
Operations Manager
Commercial Fence and Ironworks, Inc.
12336 Front Street
Norwalk, CA 90650

Subject: Bid No. 0708-04 – Fencing Materials, Repair, and Installation

Dear Ms. Aubuchon:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

Serving the Southern California communities of

Aliso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano
www.capistrano.org

Capistrano Unified School District

July 1, 2008

BID PRICE SHEET

Successful bid to be determined by the following weighted percentages based upon projected district usage:

- Chain Link: 4-ft. - 15%; 6-ft. - 30%; 8-ft. - 15%; 10-ft. - 10%
- Decorative Flat Top: 30%

CHAIN LINK FENCING -- Fencing prices are to include all materials and labor.		
	Per Foot Cost	Termination Cost
Basic price for 4-ft. high fence	18.15	191.00
Basic price for 6-ft. high fence	19.50	222.00
Basic price for 8-ft. high fence	23.50	250.00
Basic price for 10-ft. high fence	35.25	380.00
CHAIN LINK GATES		
	Per Foot Cost	Termination Cost
Basic price for each 4-ft. high by 4-ft. wide	23.00	185.00
Basic price per additional foot in width	9.75	14.00
Price per each additional foot in height	22.00	14.00
TEMPORARY CHAIN LINK FENCING		
	Per Foot Cost	N/A
Basic price for 6-ft. on pedestals		N/A
DECORATIVE FLAT-TOP FENCING -- Fencing prices are to include all materials and labor.		
	Galvanized Cost	Painted Cost
Basic price for 5 ft. at 94"	52.00	37.25
Basic price for 5 ft. at 118"	47.00	35.25
Basic price for 6 ft. at 94"	55.50	40.00
Basic price for 6" at 118"	53.00	37.25
Basic price for 7 ft. at 94"	64.50	48.00
Basic price for 7" at 118"	63.75	43.50
Basic price for 8 ft. at 94"	68.50	51.00
Basic price for 8 ft. at 118"	68.00	50.00
Rails - 1 1/2" x 1 1/2" 14-ga. steel tube at 94"		
Pickets - 3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC		
Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$ 150/EA.	\$ 132/EA.
Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 150/EA.	\$ 132/EA.
Posts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$ 175/EA.	\$ 165/EA.
Posts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 175/EA.	\$ 165/EA.

DECORATIVE SWING GATES	Galvanized Cost	Painted Cost
Framework as required for size, but not less than that of panels, pickets to match panels, hardware as required -- (per lin. foot)	\$ 240.00	\$ 200.00
Trussing and heavier posts as needed (per lin. foot)	\$ 45.00	\$ 45.00
DECORATIVE SLIDE GATES		
* 2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 6-ft. tall	\$ 340.00	\$ 285.00
* 2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 8-ft. tall	\$ 375.00	\$ 325.00
LABOR SCHEDULE	Per Hour	Per Foot
Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	2 MEN \$ 100.00	ASPHALT = \$3/FT.
Price through asphalt or concrete	CORE DRILL	\$ 65/HOLE
MINIMUM JOB PRICE	Complete	\$ 1025.00

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

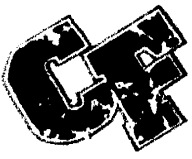
3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, fixed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the

* INCLUDES CONCRETE GROUND TRACK

Bid Form 3



Commercial Fence & Iron Works

A Professional Fence Contractor

March 24, 2009

To: Capistrano Unified School District

Attn: Terry Fluent

Re: Bid No. 0708-04 Fencing Materials, Repair, and Installation

Dear Ms. Fluent,

Thank you for the continued opportunity to provide fencing services to your district. I received your letter dated March 10, 2009 regarding the renewal of our fencing contract and I fully understand the current fiscal crisis being faced by all of us in California.

Last year, during an unprecedented steel pricing increase, we were asked by you to provide contract pricing and to reduce our costs if possible in order to retain the contract. As a gesture of good faith, we were able to reduce pricing through June 29, 2009.

Your current letter states that "financial consideration shall be part of the determination by the Board of Trustees." Commercial Fence would like to continue working with Capistrano Unified School District and will provide revised pricing for the upcoming contract year (see attached).

Please understand however, that we will not be able to continually lower our prices every year. We hope that our professionalism, responsiveness, and past performance will be determining factors in future contracts.

Thank you again for the great opportunity, we look forward to working with you in the near future.

Sincerely,

A.J. Brown
Vice President

12336 Front Street Norwalk, Ca 90650

ph. 56

EXHIBIT B

1 of 3

Capistrano Unified School District

BID PRICE SHEET

Successful bid to be determined by the following weighted percentages based upon projected district usage:

- Chain Link: 4-ft. – 15%; 6-ft. – 30%; 8-ft. – 15%; 10-ft. – 10%
- Decorative Flat Top: 30%

CHAIN LINK FENCING – Fencing prices are to include all materials and labor.	Per Foot Cost	Termination Cost
Basic price for 4-ft. high fence	18.00	190.00
Basic price for 6-ft. high fence	19.25	220.00
Basic price for 8-ft. high fence	23.25	250.00
Basic price for 10-ft. high fence	35.25	375.00
CHAIN LINK GATES	Per Foot Cost	Termination Cost
Basic price for each 4-ft. high by 4-ft. wide	82.00	102.00
Basic price per additional foot in width	9.50	14.00
Price per each additional foot in height	22.00	14.00
TEMPORARY CHAIN LINK FENCING	Per Foot Cost	N/A
Basic price for 6-ft. on pedestals		N/A
DECORATIVE FLAT-TOP FENCING – Fencing prices are to include all materials and labor.	Galvanized Cost	Painted Cost
Basic price for 5 ft. at 94"	\$ 51.70	\$ 37.25
Basic price for 5 ft. at 118"	\$ 47.00	\$ 35.00
Basic price for 6 ft. at 94"	\$ 53.20	\$ 40.00
Basic price for 6' at 118"	\$ 53.00	\$ 37.25
Basic price for 7 ft. at 94"	\$ 64.50	\$ 48.00
Basic price for 7' at 118"	\$ 63.60	\$ 43.50
Basic price for 8 ft. at 94"	\$ 68.20	\$ 50.00
Basic price for 8 ft. at 118"	\$ 68.00	\$ 50.00
Rails – 1 1/2" x 1 1/2" 14-ga. steel tube at 94"		
Pickets – 3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC		
Posts – 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$ 148/EA	\$ 130/EA
Posts – 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 150/EA	\$ 130/EA
Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	\$ 172/EA	\$ 160/EA
Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	\$ 172/EA	\$ 160/EA

JUNE 30, 2009 – JUNE 29, 2009

Bid Form 2

**COMMERCIAL FENCE
 & IRON WORKS, INC.**
 12336 Front Street
 50

	Galvanized Cost	Painted Cost
DECORATIVE SWING GATES		
Framework as required for size, but not less than that of panels, pickets to match panels, hardware as required - (per lin. foot)	\$ 235.00	\$ 200.00
Trussing and heavier posts as needed (per lin. foot)	\$ 45.00	\$ 45.00
DECORATIVE SLIDE GATES		
* 2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 6-ft. tall	\$ 330.00	\$ 270.00
* 2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 8-ft. tall	\$ 360.00	\$ 325.00
LABOR SCHEDULE	Per Hour	Per Foot
Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	(2) MEN 175.00	Asphalt = 93 FT.
Price through asphalt or concrete	Core Drill →	\$ 65 / Hole
MINIMUM JOB PRICE	Complete:	\$ 1020 -

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the

* INCLUDES CONCRETE GROUND TRACK

Bid Form 3

COMMERCIAL FENCE & IRON WORKS, INC.
 12336 Front Street
 NORWALK, CA 90650
 (562) 864-1824

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

COMMERCIAL FENCE AND IRONWORKS, INC.

Bid No. 0708-04 – Fencing Materials, Repair, and Installation called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Commercial Fence and Ironworks, Inc., pursuant to Bid No. 0708-04, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Commercial Fence and Ironworks, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____


CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-05 – FLOORING MATERIALS AND INSTALLATION – COLLINS & AIKMAN FLOORCOVERINGS, INC. FOR 2009/10**



BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-05 – Flooring Materials and Installation was awarded to Collins & Aikman Floorcoverings, Inc. for the 2007/08 school year. This bid called for the original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, a the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$745,438.36, for the 2007/08 fiscal year and \$237,527.57, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-05 – Flooring Materials and Installation for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Collins & Aikman Floorcoverings, Inc. will extend the contract for the next 12 months with slight increases/decreases in pricing from the original agreement. The vendor has offered reduced pricing on several of the key styles most frequently purchased by the District, Exhibit B. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Collins & Aikman Floorcoverings, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-05 – Flooring Materials and Installation
Collins & Aikman Floorcoverings, Inc. for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-05 – Flooring Materials and Installation with Collins & Aikman Floorcoverings, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

BOARD OF
TRUSTEES

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Clerk

JACK R. BRICK

ANNA BRYSON

KEN MADDOX

SUE PALAZZO

Mr. Leonard Ferro
Vice President and CFO
Collins & Aikman Floorcoverings, Inc.
1735 Cleveland Highway
Dalton, GA 30720

Subject: Bid No. 0708-05 – Flooring Materials and Installation

Dear Mr. Ferro:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

Carpet Material Bid Sheet

Carpet material prices shall include the cost of material and freight (F.O.B. Destination).

Style Name	Backing Type	Price per yard
Aragon	MIRS	\$ <u>17.32</u>
Asaba	MIRS	\$ <u>20.91</u>
Amaranth Strata	MIRS	\$ <u>Dropped</u>
Applause	MIRS	\$ <u>18.51</u>
Bauhaus	MIRS	\$ <u>20.51</u>
Caledonia	MIRS	\$ <u>28.71</u>
Calypso	MIRS	\$ <u>24.48</u>
Colored Pencils	MIRS	\$ <u>17.76</u>
Corinth	MIRS	\$ <u>23.91</u>
Crayon	MIRS	\$ <u>17.61</u>
Datum Strata	MIRS	\$ <u>Dropped</u>
Dimensions	MIRS	\$ <u>19.71</u>
Epos	MIRS	\$ <u>19.51</u>
Expedition	MIRS	\$ <u>17.58</u>
Explorer	MIRS	\$ <u>14.18</u>
Fossil Strata	MIRS	\$ <u>Dropped</u>
Fraction	MIRS	\$ <u>18.47</u>
Guardian A+	MIRS	\$ <u>18.76</u>
Infinity	MIRS	\$ <u>17.32</u>
In Stitches	MIRS	\$ <u>17.80</u>
Intersection	MIRS	\$ <u>24.05</u>
Kasuri	MIRS	\$ <u>21.14</u>
Kiva	MIRS	\$ <u>Dropped</u>
Lee	MIRS	\$ <u>26.37</u>
Lenox	MIRS	\$ <u>23.70</u>
Linu Strata	MIRS	\$ <u>22.56</u>

Luminaire II	MIRS	\$ <u>26.27</u>
Martinique	MIRS	\$ <u>23.80</u>
Median	MIRS	\$ <u>18.59</u>
Metropolis	MIRS	\$ <u>Dropped</u>
Moxie	MIRS	\$ <u>20.16</u>
Needle & Thread	MIRS	\$ <u>17.82</u>
Odyssey	MIRS	\$ <u>16.36</u>
Ogee Strata	MIRS	\$ <u>Dropped</u>
Paradox	MIRS	\$ <u>19.94</u>
Pastel	MIRS	\$ <u>19.81</u>
Plexus Accents II	MIRS	\$ <u>Dropped</u>
Quantum	MIRS	\$ <u>Dropped</u>
Quest	MIRS	\$ <u>18.45</u>
Rio	MIRS	\$ <u>19.81</u>
Saga	MIRS	\$ <u>19.79</u>
Sail Away	MIRS	\$ <u>17.69</u>
Sasa	MIRS	\$ <u>17.84</u>
Sentinel	MIRS	\$ <u>Dropped</u>
Sentinel 2	MIRS	\$ <u>19.77</u>
Sentinel 18	MIRS	\$ <u>Dropped</u>
Sentinel 24	MIRS	\$ <u>Dropped</u>
Sento	MIRS	\$ <u>17.91</u>
Sheffield	MIRS	\$ <u>27.09</u>
Sira	MIRS	\$ <u>23.06</u>
Sonar	MIRS	\$ <u>19.75</u>
Steadfast	MIRS	\$ <u>Dropped</u>
Stockbridge	MIRS	\$ <u>26.42</u>
Synapse	MIRS	\$ <u>20.06</u>
Tanka	MIRS	\$ <u>Tile Only</u>
Tazo	MIRS	\$ <u>22.36</u>
Timeless	MIRS	\$ <u>Dropped</u>

Verzano	MIRS	\$ <u>18.12</u>
Voyager	MIRS	\$ <u>18.71</u>
Waterstone	MIRS	\$ <u>28.98</u>
Wayfarer	MIRS	\$ <u>Dropped</u>
Williamstown	MIRS	\$ <u>25.70</u>

Manufacturing Overages

Not to exceed	1 to 500 yards	5%
	501 to 1,000 yards	4%
	1,001 to 2,500 yards	2%
	2,501 and over	1%

Yardage minimum: 65 yards

New Product Introduction:

New product introduction must be costed at 35% less than published price list (current year)

Local Inventory:

Available for immediate delivery (when in stock). No more than \$.75 per yard additional shall be charged.

Carpet Tile:

Carpet tile (ER3) will be available at an additional cost of no more than \$3.00 per yard.
Carpet tile with attached cushion will be available at an additional cost of no more the \$6.00 per yard.

PVB or ER3 6 foot:

These backing systems will be available at an additional cost of \$1.00 per yard.

**Price Sheet
 Sustainable Gold Standards**

Specification: Carpet Tile/SGS	Name of Product	Name of Backing	List only total # of Colors & Patterns Available	Bid Quantity per Sq. Yd	Material Unit Price	Cleaning Equipment Unit Price	Material & Cleaning Equipment Sub-total
Material Type 1 17-22 ounces, Heavy to Extra Heavy Traffic Areas Type 6,6 Solution Dyed Nylon with modification ratio of 1.5 for soil release capabilities Sized: 18" x 18", 24" x 24", 36" x 36" Complete Check List No. 1	Quantum Azuma Sentinel II	ER3	Total number of colors: <u>18</u> Total number of patterns: <u>3</u>	1	\$17.75	\$1.30	\$19.05
Material Type 2 15-22 ounces, Low to Medium Traffic Areas Type 6,6, Solution Dyed Nylon with modification ratio of 1.5 for soil release capabilities Sizes: 18" x 18", 24" x 24", 36" x 36" Complete Check List No. 2	Dimensions Plaid Havoc	ER3	Total number of colors: <u>18</u> Total number of patterns: <u>3</u>	1	\$19.31	\$1.30	\$20.61
Specification: Broadloom/SGS	Name of Product	Name of Backing	List only total number of Colors & Patterns Available	Bid Quantity per Sq. Yd	Material Unit Price	Cleaning Equipment Unit Price	Material & Cleaning Equipment Sub-total
Material Type 3 17-22 ounces, Heavy to Extra Heavy Traffic Areas Type 6,6 Solution Dyed Nylon with modification ratio of 1.5 for soil release capabilities Sized: 2 meter, 6 foot, 12 foot Complete Check List No. 3	Plaid Quantum Sentinel II	ER3C10	Total number of colors: <u>18</u> Total number of patterns: <u>3</u>	1	\$16.41	\$1.30	\$17.71
Material Type 4 15-22 ounces, Low to Medium Traffic Areas Type 6,6 Solution Dyed Nylon with modification ratio of 1.5 for soil release capabilities Sized: 2 meter, 6 foot, 12 foot Complete Check List No. 4	Fraction Intersection Paradox	ER3 C10	Total number of colors: <u>18</u> Total number of patterns: <u>3</u>	1	\$17.05	\$1.30	\$18.35

Authorized Signature: 

Print name: Jeffrey Raabe

Date: June 4, 2007

Grand Total \$ Seventy-five dollars and seventy-two cents (\$75.72)

Note: Appropriate Local Sales Tax to be added at time of invoicing – FOB: Destination

List only the number of colors available for each Product Type the Bidder is submitting that meets CUSD Specifications – (No deviations or substitutions)

Volume Discount Carpet Material Only

Volume Discount must be reflected on Hypothetical Project
Basis of Award

SIZE OF ORDER	DISCOUNT
50,000 – 100,000	1%
100,000 – 150,000	2%
150,000 – 200,000	3%
200,000 +	4%

If available -

Armstrong Uni Walton

Modular Tile \$ Not Available per carton

Linoleum \$ 36.52 per yd (65 yd min)

\$ 38.86 per yd (under 65 yds)

If available -

Medintech

6' Roll Goods

Modular Tile \$ Not Available per carton

\$ 37.59 per yd (65 yd min)

6' Roll Goods

\$ 39.68 per yd (under 65 yds)

Medintech Tandum

6' Roll Goods

\$ 29.30 per yd (65 yd min)

6' Roll Goods

\$ 31.39 per yd (under 65 yds)

Wall Base - Furnish & Install - Commercial Color

4" Rubber Wall Base

\$ 1.54 per linear foot (100 l/f or less)

4" Rubber Wall Base

\$ 1.54 per linear foot (over 100 l/f)

4" Outside Corners

\$ 2.42 each (20 or more)

6" Rubber Wall Base

\$ 1.93 per linear foot (100 l/f or less)

6" Rubber Wall Base

\$ 1.93 per linear foot (over 100 l/f)

6" Outside Corners

\$ 2.70 each (20 or more)

Wall Base - Furnish & Install - Decorator Color

4" Rubber Wall Base

\$ 1.93 per linear foot (100 l/f or less)

4" Rubber Wall Base

\$ 1.93 per linear foot (over 100 l/f)

4" Outside Corners

\$ 2.48 each (20 or more)

6" Rubber Wall Base

\$ 2.26 per linear foot (100 l/f or less)

6" Rubber Wall Base

\$ 2.26 per linear foot (over 100 l/f)

6" Outside Corners

\$ 2.92 each (20 or more)

Transitions (Reducers) – Furnished & Installed

Snap Down Reducers / Metal or Aluminum Track System with rubber or vinyl snap in reducers.
(Note: All metal tracks shall be nailed to substrate.)

Snap Down Reducers \$ 2.20 per linear foot

Permanent Mat (GEO) System – Furnished & Installation

* Material type: Collins & Aikman 18"x18" Geo Mat System

(Note: Matting material comes 3 square yards per box)

Geo Mats System \$ 39.10 per yard (Material only)

Geo Mats Installation \$ 8.60 per yard (Installation only)

Geo Mats Material & Installation \$ 47.70 per yard (3 yard minimum)

Stair Treads

ENDURA Flooring – distribution (Tri-West, Santa Fe Springs) Stair treads installation shall include landing (tread), risers and stringer material. All adhesives, prep material and any other necessary items shall be included in pricing.

ENDURA - Round Pattern

4' Increments \$ 143.00 per step (4 step minimum)

6' Increments \$ 176.00 per step (4 step minimum)

ENDURA - Square Pattern

4' Increments \$ 143.00 per step (4 step minimum)

6' Increments \$ 176.00 per step (4 step minimum)

ENDURA – Diamond Pattern

4' Increments \$ 166.10 per step (4 step minimum)

6' Increments \$ 198.00 per step (4 step minimum)

**Bid Sheet
 Installation**

Carpet Installation

6' Roll Goods \$ 5.42 per yard (65 yard minimum)

Vinyl (VCT) Tile Installation

VCT Installation \$.99 per foot (4 carton minimum)

VCT Installation \$.99 per foot (10 carton minimum)

VCT Installation \$.99 per foot (100 carton minimum)

VCT Installation \$.99 per foot (300 carton minimum)

Connection Corlon (Sheet Vinyl) Installation

6' Roll Goods \$ 9.90 per yard (65 yard minimum)

6' Roll Goods \$ 9.90 per yard (under 65 yards)

Medintech

6' Roll Goods \$ 9.90 per yard (65 yard minimum)

6' Roll Goods \$ 9.90 per yard (under 65 yards)

Medintech Tandum

6' Roll Goods \$ 9.90 per yard (65 yard minimum)

6' Roll Goods \$ 9.90 per yard (under 65 yards)

Linoleum Installation

(Marmorette, Colorette, Linorette and Uni Walton)

6' Roll Goods \$ 9.90 per yard (65 yard minimum)

6' Roll Goods \$ 9.90 per yard (under 65 yards)

Tile Goods \$ Not Available per sq. ft. (1 carton minimum)

Tile Goods \$ Not Available per sq. ft. (over one carton)

Flooring Removal and Ancillary Installation Items

1. Removal of standard existing glue down carpet
(latex, unitary, hot melt, woven) \$ 2.20 per yard
2. Removal of structured existing glue down carpet
(vinyl, rubber, urethane) \$ 4.40 per yard
3. Removal of standard sheet vinyl
(vinyl, linoleum) \$ 9.90 per yard
4. Removal of standard rubber floor tiles
(epoxy based installation) \$ 9.90 per yard
5. Removal of standard (VCT) Tile
(vinyl tile i.e. imperial texture) \$ 14.85 per yard
6. Carpet floor preparation
(not to exceed two man hours per hundred yards) \$ 60.50 per man hr
7. Resilient flooring floor preparation
(sheet and tile products - not to exceed four man
hours per hundred yards) \$ 60.50 per man hr
8. Furniture moving
(standard classroom – not to exceed four man hours) \$ 60.50 per man hr
9. Subfloor replacement (overlayment) ¼ approved
Substrate panel material – material & labor \$ 19.80 per yard
10. Modular Furniture Lift System
(Price to include modular lift, carpet removal, floor prep and
carpet tile installation. Typical for office application where
Modular Furniture can not be moved.) \$ 13.86 per yard
11. Office area – congestion light – 4 modular units per 1,000 sq. ft. \$ 13.86 per yard

12. Office area – congestion medium – 6 modular units per 1,000 sq. ft. \$ 14.30 per yard
13. Office area – congestion heavy – 8 modular units per 1,000 sq. ft. \$ 14.85 per yard
14. Toilets – remove and replace \$ 82.50 each
15. Door Trim (standard single wood door) \$ 38.50 each
16. Off-hours labor cost increase (Saturday, Sunday & Holidays) % 39
17. Sheet vinyl “self-coved” price to include: cap metal and cove stick \$ 8.25 lin. ft.
18. Heat Weld (sheet vinyl & linoleum) route, rod and application \$ 3.30 lin. ft.

Each Truck/Trailer Mounted Steam Extraction Carpet Cleaner

Standard Package Includes:

63hp 4 Cylinder EFI Hyundai, Liquid Cooled Engine
Sutorbilt Tri-Lobe T408 Vacuum Pump
General Emperor Series Water Pump
With Aluminum Frame
Chemical Simulator Valve
Hot Water Tap
Dual Vac Caps
Dual Wand Operation
Shutdown Identifiers
Console Lighting
150 ft. Vacuum Hose w/Cuffs
150 ft. Solution Hose w/Quick Connects
Evolution Wand with Delrin® Acetal Glide
50 ft. Water Hose
100 gallon Waste Recovery Tank with Automatic Shut-Off

Additional Items:

Drip Pan
Fuel Installation Kit
External Automatic Waste Pump-out
2-50' Vacuum Hose with cuffs
2-50' Solution Hose with QD
Professional Spotting Kit
Training-Use of Truck/Trailer Mount Equipment
In-Service Sessions
Operation & Service Manuals
Warranty Cards Completed
Handling & Shipping
Truck/Trailer Mount Installation

\$26,059.00

Each Truck/Trailer Mounted Steam Extraction Carpet Cleaner

Standard Package Includes:

31hp Kubota Gasoline Engine
Sutorbilt Tri-Lobe T408 Vacuum Pump
General Emperor Series Water Pump
Pressure Circuit Creates up to 1200PSI
With Aluminum Frame
Chemical Simulator Valve
Hot Water Tap
Dual Vac Caps
Dual Wand Operation
Shutdown Identifiers
150 ft. Vacuum Hose w/Cuffs
150 ft. Solution Hose w/Quick Connects
Evolution Wand with Delrin® Acetal Glide
50 ft. Water Hose
80 gallon Waste Recovery Tank with Automatic Shut-Off

\$23,987.70

Additional Items:

Drip Pan
Fuel Installation Kit
External Automatic Waste Pump-out
2-50' Vacuum Hose with cuffs
2-50' Solution Hose with QD
Professional Spotting Kit
Training-Use of Truck/Trailer Mount Equipment
In-Service Sessions
Operation & Service Manuals
Warranty Cards Completed
Handling & Shipping
Truck/Trailer Mount Installation

1 Each Truck/Trailer Mounted Steam Extraction Carpet Cleaner

Standard Package Includes:

AGIS-25hp Kohler Liquid-Cooled Engine
Sutorbilt Tri-Lobe T406 Vacuum Pump
CAT 3CP+Pump
Solution Pressure Circuit Creates up to 1200PSI
With Aluminum Frame
Stainless Steel Chemical Pump
Shutdown Identifiers
100 ft. Vacuum Hose w/Cuffs
100 ft. Solution Hose w/Quick Connects
Evolution Wand with Delrin@Acetal Glide
50 ft. Water Hose
60 gallon Waste Recovery Tank

Additional Items:

Drip Pan
Fuel Installation Kit
External Automatic Waste Pump-out
2-50' Vacuum Hose with cuffs
2-50' Solution Hose with QD
Professional Spotting Kit
Training-Use of Truck/Trailer Mount Equipment
In-Service Sessions
Operation & Service Manuals
Warranty Cards Completed
Handling & Shipping
Truck/Trailer Mount Installation

\$19,922.10

1 Each Rotary Carpet Extraction Tool

High Speed Gear Box Design
Five vacuum heads and three spray jets rotate at 130 RPM
650 cleaning passes per minute
Large transport wheels
Trailer Mount Installation Included

\$3,315.40

<p>1 Each Enclosed Tandem Axle Trailer with Fuel Tank Includes: Electric brakes Caster-Dual Wheel 2-1/4" Pin & Clip Mounting Straps for Equipment Wide Cargo Side Door Keys and Locks Dimensions: 6'Wx12'Lx6'H Fuel Tank: Minimum 10 Gallons Optional: Liner Paint Installation Included</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$4,368.10</div>
<p>1 Each Chemical Shelf Three (3) Tier Chemical Shelf Truck/Trailer Mount Installation Included</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$259.60</div>
<p>1 Each High Profile Dual Hose Reel Package Includes: 300' capacity 1/4" solution reel 250' capacity 2" vacuum hose reel Truck/Trailer Mount Installation Included</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$638.00</div>
<p>1 Each Motorized hose Reel and Fresh Water Tank Motorized hose reel mounts atop 95 gallon fresh water tank 12 volt DC motor power the reversible hose reel Reel holds 250 feet of vacuum hose and solution hose</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$3,230.70</div>
<p>1 Each Upholstery Tool Designed head cleans more area faster and still reaches edges, corners and hard to reach areas Polished stainless steel finish reduces snagging and hang-ups Head assembly features a built-in bypass to maintain the desired water temperature and provide even chemical flow 10' hose with an internal solution line</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$315.70</div>
<p>1 Each Injection Sprayer for Pre-Spray Application Connects to your pressure line and automatically draws concentrate from the 5-quart container to achieve your desired dilution ratio. Use for carpet pre-sprays.</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;">\$234.30</div>

1 Each Injection Sprayer Holder
Mounts conveniently to hold the injection sprayer
Truck/Trailer Mount Installation Included

\$47.30

1 Each 3 Speed Air Mover
Standard Features
3/4 hp motor
Side-mounted 3 speed switch
4-height adjustments
Injection molded fan assembly for quiet operation
Handle and wheel kit included
Technical Specifications

\$231.00

Power: 3/4 hp
Voltage: 110 volt
Fan Size: 9.5"
Cable Length: 20 ft./safety yellow
Speeds: 3
Weight: 26 lbs.
Dimension: 21" Deep x 20" High x 17" Wide
CFM: 2200 L / 2700 M / 3200 H
Amp Draw: 6.5 L / 7.4 M / 9.6 H

1 Each Air Mover – Operates in Six Positions
High air flow of 2,000 CFM tested
Low amp draw of 1.5 amps
Versatility with six different operating positions

\$424.60

1 Each Pre-Spray Cleaning Solution
pH:
Dilution:
Package:

9.5 - 9.8 Ready-To-Use
Mix 4 oz. per gal. (1:32) for routine cleaning
1 Case, 4x1 gallon
VOC Compliant

\$102.30

1 Each Pre-Spray Green Cleaning Solution

pH: 8.0 - 8.8 Ready-To-Use
Dilution: Mix 4 oz. per gal. (1:32) for routine cleaning
Package: 1 case, 4x1gal
Fully Biodegradable, Phosphate-Free
VOC Compliant

\$102.30

Formula has been submitted for approval by EPA's Design for the Environment (DIE) program
Meets or exceeds Green Seal and EPA's DIE program guidelines

1 Each High Tech Rinse Cleaner Solution

Unique, high-tech cleaner product for complete cleaning of
carpet and water-cleanable upholstery.
Rinses out soil and residue better than water alone
Safe organic acid neutralizes alkalinity and removes detergent residues
Leaves fiber clean and soft
Helps to stabilize dyes and inhibits browning and color bleeding
pH: 2.5-4.0
Dilution: Portable Units: Mix 2 oz. per 5 gal (1:320)
Truck/Trailer Mounted Unit: Mix 1qt per 5 gallon
Package: 1 case, 4x1gal

\$59.40

1 Each High Tech Rinse Green Cleaning Solution

Unique, high-tech cleaner product for complete cleaning of
carpet and water-cleanable upholstery.
Rinses out soil and residue better than water alone
Safe organic acid neutralizes alkalinity and removes detergent residues
Leaves fiber clean and soft
Helps to stabilize dyes and inhibits browning and color bleeding
pH: 4.8-5.2
Dilution: Portable Units: Mix 2 oz. per 5gal (1:320)
Truck/Trailer Mounted Unit: Mix 1qt per 5 gallon
Package: 1 case, 4x1gal
Fully Biodegradable, Phosphate-Free
VOC Compliant

\$59.40

Formula has been submitted for approval by EPA's Design for the Environment (DIE) program
Meets or exceeds Green Seal and EPA's DIE program guidelines

1 Each Green Cleaning Deodorizer

Professional's choice for the best in superior odor-control
 Removes organic odors from carpet and upholstery
 Mild pH for safe stain-resistant carpet
 Use to remove unpleasant organic odors from nylon and olefin carpet
 and most water-cleanable upholstery
 Enzyme based deodorizer

pH: 7.5-8.5
 Dilution: Mix 4 oz. per gal. (1:32)
 Package: 1 case, 4x1 gal
 Fully Biodegradable, Phosphate-Free
 VOC Compliant

\$95.70

Formula has been submitted for approval by EPA's Design for the Environment (DIE) program
 Meets or exceeds Green Seal and EPA's DIE program guidelines

1 Each Gum Removal Gel

Thickened spotting solvent removes gum, tar, auto grease, asphalt and oil, food oils, crayon
 lipstick, oily cosmetics, ointments, margarine and some fresh paint spots

pH: 5
 Dilution: No dilution necessary
 Package: 1 case, 12pt/case
 VOC Compliant

\$126.50

1 Each Portable Spot Removal Tool

Three separate tanks for solution, rinse and recovery
 Tangential vacuum motor
 Recovery tank is removable with handle
 Stainless steel and clear resin had tool
 Built-in Folding hand cart with cord wrap, Standard 5" wheels

Specifications:
 Solution Tank 1 Gallon
 Rinse Tank 1 Gallon
 Recovery Tank 1 Gallon
 Pump 55psi
 Tangential Vacuum 90-inch lift/97CFM
 Power Cable 25-foot length 18/3 w/hospital grade plug
 Hand Tool 3.5-inch stainless steel/clear resin
 Hose Assembly 10-foot length, 1.25-inch diameter
 Weight 29 lbs.
 Dimensions 25"L x 10.5"W x 19"H
 Warranty 1-Year Limited
 Optional Equipment Lightweight floor wand
 Made in USA

\$809.60

1 Each 13 Gallon Heated Portable Carpet Extraction Unit

\$3,174.60

350/75 psi for Carpet or Upholstery
Instant heat to 212° F,
Built-in hose reel with 15' vacuum and solution hose
Chemical tray, wand holder
Large 3-stage vacuum with 140" lift
13 gallon solution and recovery tanks
Hose Reel

Heater Element

Smart Circuit Locator

Low Solution Fill

Low Moisture System

Tanks & Bodies

Cord Wrap

Solid State

Circuitry

Vacuum Manifold

Wand

CRI Certification

Made in USA

Patent pending, built-in 15' vacuum and
solution hose reel for easy hose management.
In-line, after the pump for longer life and
instant heat to 212°F, lifetime warranty.
Automatically locates separate lines to
eliminate blown circuits
Solution fill area located low for easy bucket
fill with less back stress.
Automatically locates separate lines to
faster drying, less chance of shrinkage,
and less wicking from the pad
Lightweight, rotationally molded with a lifetime
warranty against cracks, leaks and dents.
Accommodates up to 50 feet of 12/3 electrical cord.
Senses temperature change in heat exchanger
within 1 degree for more consistent heat at
wand tip.
Increases efficiency when using two
vacuum motors in series
Evolution Wand with Delrin® Acetal Glide
Gold Certification

\$4,603.50

1 Each 16 Gallon Heated Portable Carpet Extraction Unit
Fully adjustable 0-500 psi
Auto Fill with power priming system, Chemical Metering
Auto Dumping easy to operate and efficient.
Exclusive patent pending
Solid state heat management system provides instant heat to
212° F at the wand tip and is fully adjustable
25' solution & vacuum Hose Reel provides easy hose management
Chemical tray, Wand Holder
Patented Circuit Locator prevents blown circuits,
Soft start 7.2 three stage vacuum with electronic shut off
Large 3-stage Vacuum with 140" lift
Wand holder and chemical storage tray
16 Gallon Solution and Recovery tanks
Hose Reel

Heater Element

Smart Circuit Locator

Low Solution Fill

Low Moisture System

Tanks & Bodies

Cord Wrap

Solid State

Circuitry

Vacuum Manifold

Wand

CRI Certification

Made in USA

Patent pending, built-in 25' vacuum and
solution hose reel for easy hose management.
In-line, after the pump for longer life and
instant heat to 212°F, lifetime warranty.
Automatically locates separate lines to
eliminate blown circuits
Solution fill area located low for easy bucket
fill with less back stress.
Automatically locates separate lines to
faster drying, less chance of shrinkage,
and less wicking from the pad
Lightweight, rotationally molded with a lifetime
warranty against cracks, leaks and dents.
Accommodates up to 50 feet of 12/3 electrical cord.
Senses temperature change in heat exchanger
within 1 degree for more consistent heat at
the wand tip.
Increases efficiency when using two vacuum
motors in series.
Evolution Wand with Delrin®/Acetal Glide
Gold Certification

\$6,378.90

- 1 Each Carpet/Upholstery Hot Water Extraction or Hard Surface Cleaning for Tile & Grout with Auto Filling And Auto Dumping**
 Exclusive Dual-Surface design.
 1200 psi for hard surface cleaning of tile and grout
 Switch to instant 212°F carpet extraction cleaning with adjustable 150psi to 500psi.
 Auto Fill with power priming system, chemical metering
 Auto Dumping
 Lifetime Warranty on Tank & Body, also Heating Element
 Hose Reel Patent pending, built-in 25' vacuum and solution hose reel for easy hose management.
 Heater Element In-line, after the pump for longer life and instant heat to 212°F, lifetime warranty.
 Smart Circuit Locator Automatically locates separate lines to eliminate blown circuits
 Low Solution Fill Solution fill area located low for easy bucket fill with less back stress.
 Low Moisture System Automatically locates separate lines to faster drying, less chance of shrinkage, and less wicking from the pad
 Tanks & Bodies Lightweight, rotationally molded with a lifetime warranty against cracks, leaks and dents.
 Cord Wrap Accommodates up to 50" pf 12/3 electrical; cord
 Dual Surface Set for 1200 psi hard floor cleaner or instant 212°F for hot water carpet extraction with adjustable 150psi to 500psi
 Power Prime System Foot operated valve for easy priming
 Wand Evolution Wand with Delrin® Acetal Glide
 CRI Certification Gold Certification
 Made in USA

1 Each Self-Contained Extractor-Tank-Less Design
 Increased productivity with no tanks to fill, empty or clean
 Convenient and easy to use and set up
 Automatic De-foamer
 Three (3) stage Vacuum
 Durable body with lifetime warranty
 Patented Nylon loop agitator
 Lifetime Warranty on body
 Specifications:
 Roto Molded Body
 Loop Agitator
 Cleaning Path
 Fill, dump, power cord hose
 Vacuum Motor
 Water flow
 Dump Pump
 Water Pressure
 Agitator Motor
 Agitator RPM
 Electrical
 Transport
 Weight
 Dimensions
 Optional Equipment
 CRI Certification
 Made in USA

Lifetime Warranty
 Patented
 20" (50.8mc)
 80' (24.4M)
 3-Stage 137" water Lift
 1 gpm
 5.5 gpm
 50"-80 psi
 1/10 HP
 1000RPM
 120V 12/3
 4" non-marking wheels
 45 lbs.
 33"L x 36"W x 20.5"H
 Available
 Gold Certification

\$3,153.70

1 Each 8 Gallon Self-Contained Extractor
 Chevron-style brush that pulls dirt from the side to the middle
 Floating brush that adjusts to different carpet pile heights
 Specifications:
 Capacity
 Solution Pump
 Waterlift
 Electrical
 Spray Jets
 Wheels
 Suction Head
 Brush
 Brush RPM
 Sound Level
 Float Shut-Off Mechanism
 Dimensions
 Weight
 Lifetime warranty on polyethylene tanks
 Made in USA

8 gallons
 100psi bypass diaphragm
 117 inches
 120V 12amps
 3 stainless steel; 1/4-turn snap in or out
 Two 10" non-marking gray tread
 1-piece 16" non-rusting cast aluminum
 14.75 nylon bristle, ABS plastic core
 4 rows bristle; Chevron V Design fill pattern
 900 RPM, poly "V" belt
 77db at operator position
 Ball type
 34"H 35"L 16" W
 84lbs

\$2,960.10

1 Each 20 Gallon Self-Contained Extractor

Variable speed drive allows the operator match speed with carpet condition
 22" floating power brush
 Three-stage bypass type vacuum motor
 Spray jets mounted on pullout bar

Specifications:

Capacity	20 gallons per tank, solution-level indicator
Solution Pump	100psi bypass diaphragm
Waterlift	125 inches
Electrical	15 Amps
Spray Jets	3 stainless steel; 1/4-turn snap in or out
Wheels	Two 10" non-marking gray tread
Brush	22" cylindrical; timing belt driven
Brush Housing	2 piece
Brush RPM	1200RPM
Sound Level	75db at operator position
Float Shut-Off Mechanism	Ball type
Dimensions	41"H 47"L 23.5" W
Weight	165lbs
Lifetime warranty on polyethylene tanks	
Made in USA	

\$6,919.00

1 Each Encapsulation Machine - Interim Carpet Cleaning

Cleaning Width:	17"
Motor:	0.5hp
Brush Speed:	470RPM
Brush Material	

Housing:	Aluminum Frame with Roto Molded Housing
Handle:	Aluminum Floating Handle
Pump Up Sprayer Holder	Specialty Designed Strap, Rubber Matcrial
Brush System	Secures Spayer
Debris Bin	Pile Lifting, Counter-Rotating Belt Driven
Storage Tray	Brush Syste
Storage Mode	Easy to Remove, No Tools, Slides Out
Wheels:	Drip Storage Tray
Cable:	Built-In Stainless Storage Lift, Prevents Brush
Weight:	Flattening
Dimensions(WxH):	3" non-marking
Milled Approved System	40ft.
	45lbs.
	18"W x 45.5"H
	Yes

\$1,261.70

1 Each Encapsulation Cleaning Chemical

pH:	7.5 - 8.0 Ready-To-Use
Dilution:	No Dilution Necessary
Residue:	Encapsulation Dry Crystals
Dry Time in Use:	20 minutes
Package:	1Case, 4x1gallon
	VOC Compliant

\$85.80

1 Each Commercial Soft-Surface Floor Covering Cleaning System

Patented Australian tea tree oil solution cleans, sanitizes and eliminates the odors caused by moisture and spills.

Dries 100% crystalline in minutes. When applied with an agitation device, this chemical is engineered to trap dirt and bacteria in its miniscule crystals. It then suspends contaminants as a crystal until they can be removed by vacuuming or water extraction

pH:

7

Dilutions:

Mix 4 oz. per gal. (1:32) for heavy soiling conditions, areas with slight urine contamination and utilized as a prespray prior to extraction

Mix 10oz per gal. (1:13) for routine, primary
1 Case, 4x1 gallon

Package:

\$133.10

1 Each Backpack Vacuum – 10 quart

BODY

COMPOSITION

BODY DIMENSIONS

CAP

WEIGHT

BUMPER PROTECTION

FILTRATION

SOUND LEVEL

MOTOR

EXHAUST AIR

BACKPACK ASSEMBLY

Blow molded, high tensile strength, impact resistant, recyclable, memory retaining High density Linear Polyethylene

8.5" cylinder, 24 1/2" in length top to bottom

Injection molded twist caps attach to vac body by twisting onto body, does not require any latches, hinges, or additional hardware

Without hose= 10.55lbs

With hose= 12.05lbs

A soft 1 1/8 inch wide bumper, affixed to bottom of the vacuum for wall and furniture protection

High Efficiency 4-level filtration (1136 sq.in.) to include:

1. Reusable Micro filter @ 698 inches² of filtration media
2. SEMS Cloth filter with Integrated Rubber Vac Seal
3. Dome filter with replaceable media filter (covering motor)
4. Sound reducing foam and foam air diffuser 66db

One stage, single speed, thru-flow mounted at the bottom of the vacuum body

10.6 Amps.

100" Static lift

150 CFM Airflow

477 Airwatts @ 7/8" diameter working orifice

1221 Watts/120 Volts

50-60 Hz

Displaced by 2 1/2" thick Foam Diffuser filter with sound foam

Ventilated unbreakable Santoprene™ frame with padded, adjustable shoulder and sternum strap system and accessory tool loops permanently attached to padded waist belt

\$360.80

POWER SWITCH

Heavy duty double pole rocker type switch
mounted in a switch box and conveniently
attached with Velcro™ to the left side of waist

belt. Switch cord is 16/3 gauge with exclusive
molded on strain relief

**VACCU M HOSE
CAPACITY
COMMON ATTACHMENTS**

56" long, 1 1/2" diameter, static dissipating
Top loading, 10 quart filter capacity
1. 1 or 2 piece 56" aluminum two-bend wand
w/button lock, 1 1/2" in diameter

2. 14" E-Z Glide floor tool (w/ replaceable
Brush) – for carpet or hard surface floors
3. 3" plastic vacuum dust brush
4. 5" plastic upholstery tool
5. 17" plastic crevice tool

*Many other attachments available for
special needs.

WARRANTY

Molded housing - Lifetime warranty
Motor - 3 year Warranty Parts & Labor (except wear items)
Santoprene™ backplate - Lifetime warranty

(excludes harness assembly)

CERTIFICATION

Fully certified by CSA/NRTL. This means that
they are certified in the United States

CRI

Green Label Approved Vacuum

1 Each Backpack Vacuum - 6 quart
BODY COMPOSITION

\$360.80

BODY DIMENSIONS

Rotational molded, high tensile strength,
impact resistant, recyclable, memory retaining
High-density Linear Polyethylene
6.5" cylinder, 24" in length top to bottom

CAP

Injection molded twist caps attach to vac body
by twisting onto body, does not require any
latches, hinges, or additional hardware

WEIGHT

Without hose= 8.9lbs With hose= 10.4lbs

BUMPER PROTECTION

A soft 1 1/8" wide bumper, affixed to bottom of
the vacuum for wall and furniture protection
High Efficiency 4-level filtration (1136 sq. in.)to
include:

FILTRATION

1. Reusable Micro filter @ 496 inches² of
filtration media
2. SEMS Cloth filter with Integrated Rubber
Vac seal
3. Dome filter with replacable media filter
(covering motor)
4. Sound reducing foam and foam air diffuser
66 dB

SOUND LEVEL
MOTOR

One-stage, single speed, thru-flow
Mounted at the bottom of the vacuum body
10.6 Amps
150 CFM Airflow
1221 Watts/120 Volts
50-60 Hz

EXHAUST AIR

Displaced by 2 3/4" thick Foam Diffuser filter
with sound foam

BACKPACK ASSEMBLY

Ventilated two piece unbreakable
Santoprene™ frame with padded, adjustable
shoulder and sternum strap system with
accessory tool loops permanently attached to
padded waist belt (54" length)
Heavy duty double pole rocker type switch
mounted in a switch box and conveniently
attached with Velcro™ to the left side of waist

POWER SWITCH

belt. Switch cord is 16/3 gauge with exclusive
molded on strain relief

VACUUM HOSE

Grey, 56" long, 1 1/2" diameter, static
dissipating, swivel cuff, and swivel elbow

CAPACITY

Top loading, 6 quart filter capacity

COMMON ATTACHMENTS

1. 1 or 2 piece 56" aluminum two-bend wand
w/button lock, 1 1/2" in diameter
2. 14" E-Z Glide floor tool(w/ replacable
brush) - for carpet or hard surface floors
3. 3" plastic vacuum dust brush
4. 5" plastic upholstery tool
5. 17" plastic crevice tool

*Many other attachments available for
specific needs

WARRANTY	Molded housing - Lifetime warranty Motor - 3 year Warranty Parts & Labor (except wear items) <u>Santoprene™ backplate - Lifetime warranty</u> (excludes harness assembly)
CERTIFICATION	Fully certified by <u>CSA/NRTL</u> . This means that they are certified in the United States
CRI	Green Label Approved Vacuum
1 Each Hip Style Vacuum - 6quart	
BODY COMPOSITION	Rotational molded, high tensile strength impact resistant, recyclable, memory retaining High-density Linear Polyethylene
BODY DIMENSIONS	12.5" H x 8" W x 15.75" L
CAP	Injection molded twist caps attach to vac body by twisting onto body--does not require any latches, hinges, or additional hardware
WEIGHT	7 lbs. 9 oz
FILTRATION	High Efficiency 4-level filtration (908 sq. in.) to include: 1. Reusable Micro filter @ 496 inches ² of filtration media 2. SEMS Cloth filter with Integrated Rubber Vac Seal 3. Dome filter with replaceable media filter (covering motor) 4. Sound reducing foam and foam air diffuser 68 dB
SOUND LEVEL	
MOTOR	One-stage, single speed, thru-flow, mounted at the bottom of the vacuum body 6.8 Amps 63" Water lift 112 CFM Airflow 187 Airwatts @ 7/8" diameter working orifice 802 Watts/120 Volts 50-60 Hz
EXHAUST AIR	Displaced by Foam Diffuser filter with sound foam
WAIST BELT ASSEMBLY	Padded, adjustable strap system and accessory tool loops permanently attached to padded waist belt
POWER SWITCH	<u>Heavy duty double pole</u> single throw, rocker type switch mounted on body
VACUUM HOSE	1 1/4" or 1 1/2" diameter, 18" 3 to 1 stretch hose
CAPACITY	6 quart filter capacity

\$360.80

COMMON ATTACHMENTS

1. Telescoping wand, 1 1/4" in diameter
2. 12" plastic floor tool
3. 5 1/2" plastic upholstery tool
4. 2 1/2" plastic dust brush
5. 13" plastic crevice tool
6. Chrome curved hose end
7. Reducer cuff

*Can order with 1 1/2" diameter tools also

*Many other attachments available for specific needs

Molded housing - Lifetime warranty

Motor - 3 year Warranty Parts & Labor (except wear items)

Fully certified by CSA/NRTL. This means that they are certified in the United States

WARRANTY

CERTIFICATION

CRI

Green Label Approved Vacuum

1 Each Backpack Vacuum That Converts to A Blower - 10 quart

\$382.80

BODY

Rotational molded, high tensile strength impact resistant, recyclable, memory retaining

COMPOSITION

High-density Linear Polyethylene

BODY DIMENSIONS

8.5" cylinder, 27" in length top to bottom

CAP

Rotational molded twist cap attaches to vac body by twisting onto body, does not require any latches, hinges, or additional hardware
Without hose= 10.75lbs

WEIGHT

FILTRATION

High Efficiency 4-level filtration (1136 sq. in.)to include:

1. Reusable Micro filter @ 698 inches² of filtration media
2. SEMS Cloth filter with Integrated Rubber Vac Seal
3. Dome filter with replacable media filter (covering motor)
4. Sound reducing foam and foam air diffuser 66 dB

SOUND LEVEL

MOTOR

One-stage, single speed, thru-flow, mounted at the bottom of the vacuum body

10.6 Amps

100" Water lift

150 CFM Airflow

477 Airwatts @ 7/8" diameter working orifice

1221 Watts/120 Volts

50-60 Hz

EXHAUST AIR

Displaced by 2 1/2" thick Foam Diffuser filter with sound foam

BACKPACK ASSEMBLY

Ventilated unbreakable Santoprene™ frame with padded, adjustable shoulder and sternum strap system and accessory tool loops permanently attached to padded waist belt

POWER SWITCH

Heavy duty double pole rocker type switch mounted in a switch box and conveniently molded on strain relief

VACUUM HOSE

56" long, 1 1/4" diameter, static dissipating Top loading, 10 quart filter capacity

CAPACITY

1. 1 or 2 piece 56" aluminum 56" two-bend wand, 1 1/2" in diameter

COMMON ATTACHMENTS

2. 14" E-Z-Glide floor tool - for carpet and hard surface floors

3. 3" plastic vacuum dust brush

4. 5" plastic upholstery tool

5. 17" plastic crevice tool

BLOWER OPTION

Place twist cap on bottom-vac can be used as a blower

WARRANTY

Molded housing - Lifetime warranty

Motor - 3 year Warranty Parts & Labor (except wear items)

Santoprene™ backplate - Lifetime warranty

(excludes harness assembly)

CERTIFICATION

Fully certified by CSA/NRTL. This means that they are certified in the United States

CRI

Green Label Approved Vacuum

1 Each

Dry Only Canister Vacuum

\$394.90

BODY COMPOSITION

Blow molded, high tensile strength, impact resistant, recyclable, memory retaining High-density Linear Polyethylene
20" L x 12" W x 16 1/2" High

BODY DIMENSIONS

CAP

Injection molded twist cap attaches to vac body by twisting onto body, does not require any latches, hinges, or additional hardware
13 lbs.

WEIGHT

FILTRATION

High Efficiency 4-level filtration to include:

1. Reusable Micro filter @ 698 inches² of filtration media

2. SEMS Cloth filter with Integrated Rubber Vac Seal

3. Dome filter with replaceable media filter (covering motor)

4. Sound reducing foam and foam air diffuser
66 dB

SOUND LEVEL

MOTOR

One-stage, single speed, thru-flow, mounted at the bottom of the vacuum body

10.6 Amps

100" Water lift

150 CFM Airflow

477 Airwatts @ 7/8" diameter working orifice

1221 Watts/120 Volts

50-60 Hz

EXHAUST AIR

Displaced with exhaust plate and Foam diffuser filter

POWER SWITCH

Heavy duty double pole rocker type switch

VACUUM HOSE

mounted on body
 Black, 6 1/2' long, 1 1/4" static dissipating,
 crush proof with swivel cuffs

CAPACITY

Top loading, 10 quart filter capacity

COMMON ATTACHMENTS

1. 1 or 2 piece 56" aluminum 56" two-bend
 wand, 1 1/2" in
 diameter

2. 14" E-Z Glide floor tool - for carpet and
 hard surface floors

3. 3" plastic vacuum dust brush

4. 5" plastic upholstery tool

5. 17" plastic crevice tool

WARRANTY

Molded housing - Lifetime warranty

CRI

Motor - 3 year Warranty Parts & Labor (except wear items)

Green Label Approved Vacuum

1 Each Upright Vacuum

Power:

1320 watts

Weight:

16 lbs.

Filtration:

Four-Level Filtration® w/ HEPA Media

Micro Filter:

248 sq. in.

Airflow:

96 CFM

Static Lift:

72"

Amps:

11A

Decibels:

70dB

Warranty

Molded housing - Lifetime warranty

Motor - 3 year Warranty Parts & Labor (except wear items)

Green Label Approved Vacuum

CRI

High performance dual-motor system maintains constant power flow to
 both the power head and the suction motor

Floating power head that automatically adjusts to different surface heights.

Automatic shut-off switch if brush roll jams or micro filter is not in place

indicator, HEPA filter exhaust, quick release cord dump, ergonomic padded
 handle grip with conveniently mounted 3-way power switch

\$298.10

1 Each Upright Vacuum with Tools on Board

Power:

1320 watts

Weight:

18 lbs.

Filtration:

Four-Level Filtration® w/ HEPA Media

Micro Filter:

248 sq. in.

Airflow:

96 CFM

Static Lift:

72"

Amps:

11A

Decibels:

70 dB

\$394.90

Warranty

Molded housing - Lifetime warranty
 Motor - 3 year Warranty Parts & Labor (except wear items)
 Green Label Approved Vacuum

CRI

On-board tools with 10.5 ft. super stretch-hose and convenient quick
 release wand for detail cleaning and hard-to-reach areas
 Offered with an internal HEPA filter and organically treated Intercept

Electronic system performance indicator alerts the operator to a full filter
 airflow restriction or jammed brush roll

indicator, HEPA filter exhaust, quick release cord dump ergonomic
 padded handle grip with conveniently mounted 3-way power switch
 and on-board detail tools.

1 Each

Dehumidifier-Water Removal

Removes up to 15 gallons a day
 Super convenient size
 Hot-gas bypass
 Rugged roto-molded housing
 Electronic touch-pad controls
 Rigid handle design
 Built-in ring for attachment of ducting
 Power:
 Weight:
 CFM Rating
 Air Filter
 Dimensions:
 Warranty

115V 6.4amps
 80 lbs
 227
 HAF High Airflow Filters
 32"H x 20"W x 19.5"D
 7-year limited

\$1,259.50

1 Each

Dehumidifier-Water Removal

Removes up to 30 gallons a day
 Low grain refrigerant with patented heat pipe technology
 Rugged roto-molded housing
 Intelligent touch-pad controls
 Hot-gas bypass for fast defrost
 Dual handles
 Semi-pneumatic wheels
 Built-in ring for easy attachment of ducting
 Power:
 Weight:
 CFM Rating
 Air Filter
 Dimensions:
 Warranty

115V 11amps
 162 lbs
 365
 HAF High Airflow Filters
 47"H x 24"W x 27"D
 7-year limited

\$2,503.60

1 Each 20" - 175 RPM BUFFER

Power 1.5 hp
Deck Size 20"
Pad Driver 19"
Voltage 110 volt
Speed 175 rpm
Cable 50 ft./safety yellow
Weight 109lbs.
Dimensions 27"L 20"W 48"H
Amp Draw 13
Triple Planetary All-Steel Gear Box
Safety Lock-out Switch
66-Frame Motor
Universal Clutch Plate

\$635.80

1 Each 20" - 1500RPM Burnisher

Power: 1.5 hp
Deck Size: 20"
Voltage: 110 volt
Speeds 1500 rpm
Cable: 50 ft. / safety yellow
Weight: 88 lbs
Dimensions: 35"L x 20"W x 48"H
AMP Draw: 13.5
Power: 1.5 hp
Deck Size: 20"
Voltage: 110 volt
RPM: 1500 rpm
Weight: 86lbs.
Cable: 50 ft./safety yellow
Motor: DC rectified
Dimensions: 33"L 21"W 47.5"H
Amp Draw: 13.5
All metal construction
Flexible pad driver
Heavy duty 1.5 hp motor-DC rectified
Safety lock-out switch
Handle mounted circuit breaker

\$961.40

1 Each 18" Cord-Electric Automatic Scrubber
 Solution Tank Capacity
 Recovery Tank Capacity
 Cleaning Path
 Pad Diameter
 Max Pad Pressure
 Squeegee Width
 Vac Motor
 Brush Motor
 Brush Speed
 Waterlift
 Cable
 Coverage Rate
 Wheel Description
 Heavy-duty, cast aluminum squeegee assembly
 Rotationally molded polyethylene tanks
 Warranty

8 gal
 11 gal
 18"
 Single, 18"
 66lbs
 28"
 2-stage
 1hp
 250 rpm
 65"
 82 ft.
 18,000 sq' / hr.
 Non-marking gray

12 years on tanks
 3 years - Motor & Gear Box, Vacuum Motor
 1 year - All Wear Items

\$1,914.00

1 Each 20-Inch Automatic Scrubber
 Platform" design
 Brush assist drive with optional transaxle drive
 Simple, easy-to-use controls
 Heavy duty, cast aluminum squeegee assembly
 Rotationally-molded housing
 On-board storage for additional squeegee blades
 Technical Specifications
 Sol. Tank Capacity:
 Rec. Tank Capacity :
 Cleaning Path:
 Pad Diameter :
 Pad Pressure :
 Squeegee Width :
 Speed Control(Fang 20T) :
 Cleaning Speed(Max) :
 Drive System(Fang 20T):
 Brush Motor:
 Vacuum Motor:
 Water lift:
 Batteries:
 Run Time per Charge:
 Dimensions:
 Height:
 Length:
 Width:
 Weight(w/batteries

13 gal. (49.2 ltr.)
 15gal. (56.8 ltr.):
 20(50.8 cm)
 Single 20 (50.8 cm)
 50 lbs.(22.6 kg)
 28 (71.12 cm)
 Variable Speed/Fingertip Controls
 21,000 sq.ft/hr.
 .2 hp Transaxle Gear Drive
 One .75 hp,200 rpm,24 VDC,20A,550W
 .75 hp,3-stage 5.7,24 VDC,21A,535W
 55(139.7 cm)
 Two 12V,105Amp Hr. or Optional 130 Amp Hr.
 3.5 hr. estimated (130 Amp Hour)
 38.5(97.8 cm)
 53.5(135.9 cm)
 22(55.9 cm)
 280 lbs(127 kg)

\$4,719.00

1 Each 24" and 28" Width Auto Scrubbers

\$6,506.50

Platform" design
 Variable speed transaxle drive
 Forward and Reverse drive
 Simple, easy-to-use controls
 Heavy duty, cast aluminum squeegee assembly

Rotationally-molded housing
 Extra set of squeegee blades on-board
 Variable pad pressure

Model	24T	28T
Solution Tank:	17gal(64.3 ltr)	17gal(64.3 ltr)
Recovery Tank:	17gal(64.3 ltr)	17gal(64.3 ltr)
Cleaning Path:	24"(60.9cm)	28"(71.1cm)
Pad Pressure:	Up to 150 lbs	Up to 150 lbs
Squeegee Width:	32"(81.3cm)	36"(91.4cm)
Speed Control:	Variable	Variable
Cleaning Speed(max):	24,000sq ² /hr	28,000sq ² /hr
Drive System:	1/3 hp Transaxle	1/3 hp Transaxle
Brush Motors:	3/4hp, 190rpm	3/4hp, 190rpm
Vacuum Motor:	3-stage, 67"lift	3-stage, 67"lift
Water Lift:	67"(170cm)	67"(170cm)
Batteries:	2-185 amp hr	2-185 amp hr
Run Time Per Charge:	Approx 4.5-5 hrs	Approx 4.5-5 hrs
Weight(w/o batteries):	284lbs(129kg)	291lbs(132kg)
Dimensions:	55.5"(141cm)L 25.9"(66)W 39.4"(100cm)H	55.5"(141cm)L 29.9"(71)W 39.4"(100cm)H

1 Each	30" Compact Ride On Scrubber	
	Cleaning Width	30"
	Brush Deck Side Movements	2"
	Squeegee Width	34"
	Working Capacity	36,000 sq' / hr
	Pad Holders	15
	Brush Spread	16"
	Brush Pressure	165lbs
	Brush Motor	1250W/1.7hp
	Drive Motor	0.6 hp (450W)
	Wheel Diameter	9.75"
	Drive Speed (Max)	250ft/min
	Maximum cleaning grade	10%
	Vacuum Motor:	0.9 hp (670W)
	Solution Tank	28 gallon
	Recovery Tank	30 gallon
	Base Machine Length	65.5"
	Base Machine Height	49.6"
	Base Machine Width	25.5"
	Base Deck Width	32"
	Batteries - Gel	6-6V/225Ah
	Battery Charger	Included

\$13,560.80

1 Each	18 Gallon Wet & Dry Vacuum	
	Power:	1.33 hp
	Voltage:	110 volt
	Capacity	18 gallons
	Air Flow	95cfm
	Waterlift	110"
	Cable:	50 ft. / safety yellow
	Weight:	60lbs
	Dimensions:	39"L x 18.5"W x 41.5"H
	AMP Draw:	8amp
	24" front-mounted squeegee assembly	
	10" stair climbing rear wheels	
	On board tool storage for the following standard tools:	
	Crevice tool	
	Dusting brush	
	Wet & dry pick up tools	
	3 piece stainless steel wand	
	9' vacuum hose	

\$654.50

1 Each Multi-Functional Cleaning Machine with Pressure

\$3,256.00

Washer/Wet-Dry Vac
 Pump Pressure-Adjustable: 0-400 psi
 Vac Motor: 1000 W, 2 stage
 Chemical Injection: Chemical is Injected After the Pressure Pump
 Solution Tank: 18 gallon
 Recovery Tank: 18 gallon
 Electrical System: 120v, 12 amp
 Weight: 120 lbs
 Power Cord: 42 feet
 Pressure Hose: 50 feet
 Vacuum Hose: 33 feet
 Blower Hose: 33 feet
 Dimensions(LxWxH): 37"x20"x41"
 Warranty: 10 years on Roto Molded Tank
 5 years on Frame
 2 years Vacuum Motor, Electrical Wiring and Electrical Parts
 2 years Labor

1 Each Ozone Generator

\$838.20

Applications
 Fire Restoration
 Smoke elimination
 Removes mold, mildew and other organic odors

Ozone generator with 2.65 grams per hour, 7.95 p.p.m.
 Effective for areas up to 40,000 cubic feet
 30 hour programmable timer
 Adjustable ozone output levels
 Power supply overload protection
 Rotationally molded body with life time warranty

Weight: 13lbs
 Cord: 8 feet 16/3
 Dimensions: 22"L x 8"H x 7"W

Life time warranty on electrodes
 High-density ceramic & stainless steel electrodes corona system
 Made in USA

1 Each Slip Over Floor Savers

\$77.00

Protects hard floor surfaces from damage

Size: 1 1/4", grey
 Package size: 100 piece
 Consists: Reinforced felt bottom and vinyl sleevelet
 which encases the existing chair or table glide
 From scratches
 Rust Stains
 Reduce furniture damage by alleviating stress on joints

Protects floor surfaces

Installation Tool: Reduce noise associated with moving furniture
 Included
 Warranty: 1 year

1 Each Slip Over Floor Savers

Protects hard floor surfaces from damage

Recommended for vinyl, linoleum, wood, tile and marble flooring

Size

1 1/4", grey

Package size

1000 piece

Consists:

Reinforced felt bottom and vinyl sleevelet
 which encases the existing chair or table glide

Protects floor surfaces

From scratches

Rust Stains

Reduce furniture damage by alleviating stress on joints

Reduce noise associated with moving furniture

Installation Tool

Included

Warranty

1 year

\$676.50

1 Each Slip Over Floor Savers

Protects hard floor surfaces from damage

Recommended for vinyl, linoleum, wood, tile and marble flooring

Size

1 1/2", grey

Package size

100 piece

Consists:

Reinforced felt bottom and vinyl sleevelet
 which encases the existing chair or table glide

Protects floor surfaces

From scratches

Rust Stains

Reduce furniture damage by alleviating stress on joints

Reduce noise associated with moving furniture

Installation Tool

Included

Warranty

1 year

\$92.40

1 Each Slip Over Floor Savers

Protects hard floor surfaces from damage

Recommended for vinyl, linoleum, wood, tile and marble flooring

Size

1 1/2", grey

Package size

1000 piece

Consists:

Reinforced felt bottom and vinyl sleevelet
 which encases the existing chair or table glide

Protects floor surfaces

From scratches

Rust Stains

Reduce furniture damage by alleviating stress on joints

Reduce noise associated with moving furniture

Installation Tool

Included

Warranty

1 year

\$792.00

1 Each Slip On Floor Savers

Protects hard floor surfaces from damage

Recommended for vinyl, linoleum, wood, tile and marble flooring

Size

1 1/4", grey

Package size

100 piece

Consists:

Protects floor surfaces

Fits over the existing chair or table leg or glide

From scratches

Rust Stains

Reduce furniture damage by alleviating stress on joints

Reduce noise associated with moving furniture

Warranty

1 year

\$93.50

1 Each Slip On Floor Savers

Protects hard floor surfaces from damage
Recommended for vinyl, linoleum, wood, tile and marble flooring
Size 1 1/4", grey
Package size 1000 piece
Consists:

Protects floor surfaces

Warranty

Fits over the existing chair or table leg or glide
From scratches
Rust Stains
Reduce furniture damage by alleviating stress on joints
Reduce noise associated with moving furniture
1 year

\$819.50

1 Each Slip On Floor Savers

Protects hard floor surfaces from damage
Recommended for vinyl, linoleum, wood, tile and marble flooring
Size 1 1/2", grey
Package size 100 piece
Consists:

Protects floor surfaces

Warranty

Fits over the existing chair or table leg or glide
From scratches
Rust Stains
Reduce furniture damage by alleviating stress on joints
Reduce noise associated with moving furniture
1 year

\$104.50

1 Each Slip On Floor Savers

Protects hard floor surfaces from damage
Recommended for vinyl, linoleum, wood, tile and marble flooring
Size 1 1/2", grey
Package size 1000 piece
Consists:

Protects floor surfaces

Warranty

Fits over the existing chair or table leg or glide
From scratches
Rust Stains
Reduce furniture damage by alleviating stress on joints
Reduce noise associated with moving furniture
1 year

\$825.00

Carpet Extraction

Basement / 1st and 2nd Floors:

\$ 0.18 per foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed (Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include lifting and stacking of random boxes and trashcans, shuffling of chairs and desk. No modular furniture, large desk or file cabinet removal. Typical cost would be one man-hour per 2,000 sq. feet.

3rd Floor and Up:

\$ 0.20 per foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed (Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include lifting and stacking of random boxes and trashcans, shuffling of chairs and desk. No modular furniture, large desk or file cabinet removal. Typical cost would be one man-hour per 2,000 sq. feet.

Hard Surface (VCT) Stripping and Refinishing

Price for Moderate Traffic Area:

\$ 0.85 per-foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.
(Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include complete removal of all furniture,

desks, file cabinets, etc. Furniture moving cost will be based on site estimation and approval by the Capistrano Unified School District prior to execution.

Price for Heavy Traffic Area:

\$ 1.35 per foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.
(Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include complete removal of all furniture, desks, file cabinets, etc. Furniture moving cost will be based on site estimation and approval by the Capistrano Unified School District prior to execution.

**Sheet Vinyl
Stripping and Refinishing**

Price for Moderate Traffic Area:

\$ 0.85 per foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.
(Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include complete removal of all furniture, desks, file cabinets, etc. Furniture moving cost will be based on site estimation and approval by the Capistrano Unified School District prior to execution.

Price for Heavy Traffic Area:

\$ 1.35 per-foot (square foot)

Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.
(Minimum project site 1,000 square feet)

Furniture Moving:

\$ 50.70 per man hour

Typical classroom would include complete removal of all furniture, desks, file cabinets, etc. Furniture moving cost will be based on site estimation and approval by the Capistrano Unified School District prior to execution.

Extensive Restroom Maintenance Assistance

Price:

\$ NO BID _____ per fixture and per foot
Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.

Post Modernization Custodial Services

Price:

\$ 0.39 _____ per-foot (square foot)
Price includes labor, equipment, cleaning chemicals, MSDS, applicators, disposal, and any other item that may be needed that is not listed.
(Minimum project site 1,000 square feet)

Custodial Audit Specification

Price:

\$ 127.50 _____ per hour
Price includes labor, equipment, and any other item that may be needed that is not listed.



Tandus

LEONARD F. FERRO, CHIEF FINANCIAL OFFICER
311 SMITH INDUSTRIAL BLVD DALTON, GA 30721 706.259.2689

March 31, 2009

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

Dear Mr. Fluent:

On behalf of Collins and Aikman Floorcoverings, Inc I am requesting that the Capistrano Unified School District extend our contract for an additional 12 months to end June 30, 2010.

As requested, please find a schedule outlining our current pricing and our proposed new pricing. As you will note on several of the key styles that the District purchases we have reduced our prices.

We value our relationship with the Capistrano Unified School District and look forward to the continued partnership into the future.

If you have questions or concerns regarding the enclosed please contact me at the phone number listed above.

Regards,

A handwritten signature in cursive script that reads "Leonard F. Ferro".

Leonard F. Ferro

MONTEREY C&A CROSSLEY

Fluent, Terry

From: Jack Vombaur [jvombaur@tandus.com]
Sent: Monday, March 23, 2009 8:56 AM
To: Fluent, Terry
Subject: Capistrano Contract Renewal

Terry,

Good day. It has been a while since we have chatted. I hope you are well. I understand that the Vice President of my company received a letter regarding an opportunity to extend our contract. This is very exciting. Your letter also stated that you are looking for a price reduction. I would like to take an opportunity to point out a few things as it relates to your current contract pricing and other state flooring contracts.

Prior to the creation of the contract Joe Dixon sat down with me to explain how it would work and how it would save school districts money. The bid was originally priced at the lowest available cost based on data from the year 1990. We knew that many school districts would be piggybacking on this contract so we based overhead and costing on volume numbers. The costing was extremely low. This included the petroleum construction cost increases that went through the roof in 2006 and 2007. Last year we renewed the contract with no price increases.

I want to give you a tool to compare price between the Capistrano Unit Cost Contract and other recognized state contracts. You will see a demonstrable difference between the costing sheets from Capistrano Unit Cost Contract and CMAS (California Multiple Award Schedule). You will see that we are 30 - 40% less on the Capistrano Bid than the state contract. I have not conversed with upper management at the mill but I do know that our margins are very tight so I am not sure what we can do. Please call me if you have any questions.

	Capistrano Unit Cost Contract	CMAS	NJA
Voyager	\$18.71	\$25.21	\$25.21
Infinity	\$17.32	\$28.07	\$28.07
Guardian A+	\$18.76	\$25.50	\$25.50
Crayon	\$17.61	\$25.80	\$25.80

Jack Vombaur
C&A Floorcoverings
Tandus Specialized Markets
800-241-4902 - ext. 1605

3/23/2009

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EXHIBIT B
2 of 10

Fluent, Terry

From: Jack Vombaur [jvombaur@tandus.com]
Sent: Tuesday, March 31, 2009 9:06 AM
To: Fluent, Terry
Cc: Forney, John G.
Subject: Fw: Capistrano cover 3_31_2009.pdf
Attachments: Capistrano cover 3_31_2009.pdf

Terry,

Good morning. I want to let you know that the adjusted pricing for your contract is going to be sent to you today. I have terrific news! Based on volume sales in the State of California, the cost of your standard product (Guardian A+ Wisteria) purchased from C&A Floorcoverings has decreased by approximately 3%. Pricing for your district is based on GSA. This represents the lowest available cost in the State of California. I am hoping this will satisfy your school board. With so many school districts utilizing your contract, it would be quite an upset to lose it. If there is anything else I need to do please let me know. I appreciate your time.

Jack Vombaur
C&A Floorcoverings
Tandus Specialized Markets
800-241-4902 - ext. 1605

— Forwarded by Jack Vombaur/Tandus on 03/31/2009 08:59 AM —

Leonard F. Ferro | Chief Financial Officer | Tandus | tel 706.259.2689 | fax 706.259.2125 | tandus.com

3/31/2009

**Carpet Material Bid Sheet
GSA Price Reductions and Increases**

Carpet material prices shall include the cost of material and freight (F.O.B. Destination).

<u>Style Name</u>	<u>Backing Type</u>	<u>Previous Unit Price</u>	<u>Proposed Unit Price</u>
Aragon	MIRS	<u>\$17.32</u>	<u>\$17.32</u>
Applause	MIRS	<u>\$18.51</u>	<u>\$17.36</u>
Colored Pencil	MIRS	<u>\$17.76</u>	<u>\$18.76</u>
Crayon	MIRS	<u>\$17.61</u>	<u>\$17.61</u>
Expedition	MIRS	<u>\$17.58</u>	<u>\$18.90</u>
Explorer	MIRS	<u>\$14.18</u>	<u>\$14.54</u>
Fraction	MIRS	<u>\$18.47</u>	<u>\$19.48</u>
Guardian A+	MIRS	<u>\$18.76</u>	<u>\$17.18</u>
Infinity	MIRS	<u>\$17.32</u>	<u>\$16.61</u>
In Stitches	MIRS	<u>\$17.70</u>	<u>\$18.80</u>
Intersection	MIRS	<u>\$24.05</u>	<u>\$23.54</u>
Kasuri	MIRS	<u>\$21.14</u>	<u>\$22.53</u>
Linu Strata	MIRS	<u>\$22.56</u>	<u>\$23.61</u>
Median	MIRS	<u>\$18.59</u>	<u>\$16.30</u>
Odyssey	MIRS	<u>\$16.36</u>	<u>\$15.23</u>
Paradox	MIRS	<u>\$19.94</u>	<u>\$19.94</u>
Sail Away	MIRS	<u>\$17.69</u>	<u>\$17.69</u>
Sentinel II	MIRS	<u>\$19.77</u>	<u>\$18.45</u>
Sheffield	MIRS	<u>\$27.09</u>	<u>\$27.09</u>
Sira	MIRS	<u>\$23.06</u>	<u>\$24.04</u>
Sonar	MIRS	<u>\$19.75</u>	<u>\$21.25</u>
Stockbridge	MIRS	<u>\$26.42</u>	<u>\$26.42</u>
Synapse	MIRS	<u>\$20.06</u>	<u>\$18.24</u>

Voyager	MIRS	<u>\$18.71</u>	<u>\$16.21</u>
Williamstown	MIRS	<u>\$25.70</u>	<u>\$25.70</u>

Manufacturing Overages

Not to exceed	1 to 500 yards	5%
	501 to 1,000 yards	4%
	1,001 to 2,500 yards	2%
	2,501 yards and over	1%

Yardage minimum: 65 yards



April 14, 2009

CAPISTRANO USD BID No. 0708-05 Flooring Materials & Installation.

Pricing submitted for approval for the 2009/ 2010 time period:			July 1, 2009 to June 30, 2010
Geo Tile Mats Sytem (Material Only)	s/y	@ \$	39.10
Geo Tile Mats Material & Installation	s/y	@ \$	47.70
LA Warehouse Fee	s/y	@ \$	0.75
Furnish Armst. Imp. Text. VCT- Furnish (45 sq ft. min.)	s/ft	@ \$	0.90
Furnish Armst. Imp. Text. VCT- Furnish (450 sq. ft. min.)	s/ft	@ \$	0.90
Furnish Armst. Imp., Text. VCT- Furnish (1000 sq. ft. min.)	s/ft	@ \$	0.90
Furnish Armst. Imp.Text. VCT- Furnish (Truckload- 318 ctns)	s/ft	@ \$	0.83
Furnish Armst. Connection Corlon (min. 65 s/y)	s/y	@ \$	16.89
Furnish Armst. Connection Corlon (under 65 s/y)	s/y	@ \$	18.98
Furnish Armst. Medintech Lino (min. 65 s/y)	s/y	@ \$	37.59
Furnish Armst. Medintech Lino (under 65 s/y)	s/y	@ \$	39.68
Furnish Armst. Med. Tandem Lino (min. 65 s/y)	s/y	@ \$	29.30
Furnish Armst. Med. Tandem Lino (under 65 s/y)	s/y	@ \$	31.39
Furnish Armst. Marmorette Lino (min. 65 s/y)	s/y	@ \$	27.50
Furnish Armst. Marmorette Lino (under 65 s/y)	s/y	@ \$	29.81
Armst. Marmorette Lino "If available Modular Tile"	ctn.	@	Not Available
Furnish Armst. Colorette Lino (min. 65 s/y)	s/y	@ \$	30.79
Furnish Armst. Colorette Lino (under 65 s/y)	s/y	@ \$	32.37
Armst. Colorette If avail. Mod. Tile	ctn.	@	Not Available
Furnish Armst. Linorette Lino.(min. 65 s/y)	s/y	@ \$	30.79
Furnish Armst. Linorette Lino. (under 65 s/y)	s/y	@ \$	32.37
Armst. Linorette Lino If available Mod. Tile	ctn.	@	Not Available
Furnish Armst. Uni Walton Lino. (min. 65 s/y)	s/y	@ \$	36.52
Furnish Armst. Uni Walton Lino. (under 65 s/y)	s/y	@ \$	38.86
Armst. Uni Walton Lino. (If avail. Mod. Tile)	ctn.	@	Not Available
Furnish Medintech 6' Roll Goods (65 s/y min.)	s/y	@ \$	37.59
Furnish Medintech 6' Roll Goods (under 65 s/y)	s/y	@ \$	39.68
Furnish Medintech Tandum 6' Roll Goods (65 s/y min.)	s/y	@ \$	29.30
Furnish Medintech Tandum 6' Roll Goods (under 65 s/y)	s/y	@ \$	31.39
F&I 4" Rubber Base Comm. Colors (under 100 lft.)	lft	@ \$	1.54
F&I 4" Rubber Base Comm. Colors (over 100 lft.)	lft	@ \$	1.54
F&I 4" Rubber Base Comm. Colors Outside Coners (20 or more)	ea.	@ \$	2.42
F&I 6" Rubber Base Comm. Colors (under 100 lft.)	lft	@ \$	1.93

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F&I 6" Rubber Base Comm. Colors (over 100 lft.)	lft	@	\$	1.93
F&I 6" Rubber Base Comm. Colors Outside Coners (20 or more)	ea.	@	\$	2.70
F&I 4" Rubber Base Décor. Colors (under 100 lft.)	lft	@	\$	1.93
F&I 4" Rubber Base Décor. Colors (over 100 lft.)	lft	@	\$	1.93
F&I 4" Rubber Base Décor. Colors Outside Coners (20 or more)	ea.	@	\$	2.48
F&I 6" Rubber Base Décor. Colors (under 100 lft.)	lft	@	\$	2.26
F&I 6" Rubber Base Décor. Colors (over 100 lft.)	lft	@	\$	2.26
F&I 6" Rubber Base Décor. Colors Outside Coners (20 or more)	ea.	@	\$	2.92
Transition F&I Snap Down Reducer	lft	@	\$	2.20
Geo Tile Installation	s/y	@	\$	8.60
F&I Endura Round Pattern Stair Treads 4' Increments (4 step min.)	ea.	@	\$	143.00
F&I Endura Round Pattern Stair Treads 6' Increments (4 step min.)	ea.	@	\$	176.00
F&I Endura Square Pattern Stair Treads 4' Increments (4 step min.)	ea.	@	\$	143.00
F&I Endura Square Pattern Stair Treads 6' Increments (4 step min.)	ea.	@	\$	176.00
F&I Endura Diamond Pattern Stair Treads 4' Increments MFG. 2500 s/ft min	ea.	@	\$	166.10
F&I Endura Diamond Pattern Stair Treads 6' Increments MFG. 2500 s/ft min	ea.	@	\$	198.00
Cpt. Installation 6' Goods	s/y	@	\$	5.42
VCT Installation (4 ctn. Min.)	s/ft	@	\$	0.99
VCT Installation (10 ctn. Min.)	s/ft	@	\$	0.99
VCT Installation (100 ctn. Min.)	s/ft	@	\$	0.99
VCT Installation (300 ctn. Min.)	s/ft	@	\$	0.99
SV Installation Conn. Corlon 6' Rolls Goods (min. 65 s/y)	s/y	@	\$	9.90
SV Installation Conn. Corlon 6' Rolls Goods (under 65 s/y)	s/y	@	\$	9.90
SV Installation Class. Medintech 6' Rolls Goods (min. 65 s/y)	s/y	@	\$	9.90
SV Installation Class. Medintech 6' Rolls Goods (under 65 s/y)	s/y	@	\$	9.90
SV Installation Class. Tandem 6' Rolls Goods (min. 65 s/y)	s/y	@	\$	9.90
SV Installation Class. Tandem 6' Rolls Goods (under 65 s/y)	s/y	@	\$	9.90
SV Installation Linoleum 6' Rolls Goods (min. 65 s/y)	s/y	@	\$	9.90
SV Installation Linoleum 6' Rolls Goods (under 65 s/y)	s/y	@	\$	9.90
Resilient Tile Goods Installation (1 ctn. Min.)	s/ft	@		Not Available
Resilient Tile Goods Installation (over 1 ctn.)	s/ft	@		Not Available
Demo Standard Existing Glue Down Cpt.	s/y	@	\$	2.20
Demo Structured Back Glue Down Cpt. (vinyl/ rubber/ urathane)	s/y	@	\$	4.40
Demo standard Sheet Vinyl/ Linoleum	s/y	@	\$	9.90
Demo Rubber Floor Tiles	s/y	@	\$	9.90
Demo Standard VCT	s/y	@	\$	14.85
Carpet Floor Prep	hr.	@	\$	60.50
Resilient Floor Prep	hr.	@	\$	60.50
Furn. Moving	hr.	@	\$	60.50
F&I Subfloor Placement (overlayment) 1/4 Panel material	s/y	@	\$	19.80
Modular Furn. Lift System (incl. Lift, demo, prep, install)	s/y	@	\$	13.86
Mod. Furn. Lift, Office- Light Congestion, (4 mods. Per 1000 s/ft)	s/y	@	\$	13.86
Mod. Furn. Lift, Office- Medium Congest., (6 mods per 1000 s/ft)	s/y	@	\$	14.30
Mod. Furn. Lift, Office- Heavy Congest., (8 mods per 1000 s/ft)	s/y	@	\$	14.85
Toilets Remove & Replace	ea	@	\$	82.50

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Door Trim (std. Single wood door)	ea	@	\$	38.50
Off Hours Labor Cost Increase %	%	@	\$	0.39
Sheet Vinyl "self cove" labor, incl. Cap & Stick	lft	@	\$	8.25
Heat Weld Sheet Vinyl or Lino): route, rod, & application	lft	@	\$	3.30
Truck/ Trailer Mounted Steam Extraction Cpt Cleaner 63 hp Hyundai	ea.	@	\$	26,059.00
Truck/ Trailer Mounted Steam Extraction Cpt Clnr. 31 hp Kubota	ea.	@	\$	23,987.70
Truck/ Trailer Mounted Steam Extraction Cpt Clnr. AGIS 25 HP Khoeler	ea.	@	\$	19,922.10
Rotary Carpet Extraction Tool	ea.	@	\$	3,315.40
Enclosed Tandem Axel Trailer with Fuel Tank	ea.	@	\$	4,368.10
Chemical Shelf	ea.	#	\$	259.60
High Profile Dual Hose Reel Pkg.	ea.	@	\$	638.00
Motorized Hose Reel and Fresh Water Tank	ea.	@	\$	3,230.70
Upholstery Tool	ea.	@	\$	315.70
Injection Sprayer for Pre Spray Application	ea.	@	\$	234.30
Injection Sprayer Holder	ea.	@	\$	47.30
3 Speed Air Mover	ea.	@	\$	231.00
Air Mover- Operates in Six Positions	ea.	@	\$	424.60
Pre-Spray Cleaning Solution	ea.	@	\$	102.30
Pre-Spray Green Cleaning Solution	ea.	@	\$	102.30
High Tech Rinse Cleaner Solution	ea.	@	\$	59.40
High Tech Rinse Green Cleaning Solution	ea.	@	\$	59.40
Green Cleaning Deodorizer	ea.	@	\$	95.70
Gum Removal Gel	ea.	@	\$	126.50
Portable Spot Removal Tool	ea.	@	\$	809.60
13 Gallon Heated Portable Carpet Extraction Unit	ea.	@	\$	3,174.60
16 Gallon Heated Portable Carpet Extraction Unit	ea.	@	\$	4,603.50
Carpet/ Upholstery Hot Water Extr. Or Hard Surf. Cleaning for Tile & Grout	ea.	@	\$	6,378.90
Self Contained Extractor- Tank-Less Design	ea.	@	\$	3,153.70
8 Gallon Self Contained Extractor	ea.	@	\$	2,960.10
20 Gallon Self Contained Extractor	ea.	@	\$	6,919.00
Encapsulation Machine- Interim Carpet Cleaning	ea.	@	\$	1,261.70
Encapsulation Cleaning Chemical	ea.	@	\$	85.80
Commercial Soft Surface Floor Covering Cleaning System	ea.	@	\$	133.10
Backpack Vacuum 10 qt.	ea.	@	\$	360.80
Backpack Vacuum 6 qt.	ea.	@	\$	360.80
Hip Style Vacuum- 6 qt.	ea.	@	\$	360.80
Backpack Vacuum That Converts to a Blower 10 qt.	ea.	@	\$	382.80
Dry Only Canister Vacuum	ea.	@	\$	394.90
Upright Vacuum 1320 Watts	ea.	@	\$	298.10
Upright Vacuum with Tools on Board	ea.	@	\$	394.90
Dehumidifier- Water Removal, up to 15 gallons a day	ea.	@	\$	1,259.50
Dehumidifier- Water Removal, up to 30 gallons a day	ea.	@	\$	2,503.60
20" 175 RPM Buffer	ea.	@	\$	635.80
20" 1500 RPM Burnisher	ea.	@	\$	961.40
18" Cord- Electric Automatic Scrubber	ea.	@	\$	1,914.00
20 Inch Automatic Scrubber	ea.	@	\$	4,719.00
24" and 28" Width Auto Scrubbers	ea.	@	\$	6,506.50
30" Compact Ride on Scrubber	ea.	@	\$	13,560.80
18 Gallon Wet & Dry Vacuum	ea.	@	\$	654.50

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Multi Functional Cleaning Maching with Pressure Washer/ Wet Dry Vac	ea.	@	\$	3,256.00
Ozone Generator	ea.	@	\$	838.20
Slip on Floor Savers, 1 1/4 Inch Grey, 100 pieces per pkg.	ea.	@	\$	77.00
Slip on Floor Savers, 1 1/4 Inch Grey, 1000 pieces per pkg.	ea.	@	\$	676.50
Slip on Floor Saver, 1 1/2 Inch Grey, 100 pieces per pkg.	ea.	@	\$	92.40
Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.	ea.	@	\$	792.00
Slip on Floor Savers, 1 1/4 Inch Grey, 100 pieces per pkg.	ea.	@	\$	93.50
Slip on Floor Savers, 1 1/4 Inch Grey, 1000 pieces per pkg.	ea.	@	\$	819.50
Slip on Floor Saver, 1 1/2 Inch Grey, 100 pieces per pkg.	ea.	@	\$	104.50
Slip on Floor Savers, 1 1/2 Inch Grey, 1000 pieces per pkg.	ea.	@	\$	825.00
Cpt Extraction: Basement, 1st, or 2nd Floor	s/ft	@	\$	0.18
Extraction Furniture Moving	hr.	@	\$	50.70
Cpt Extraction: 3rd Floor and Up	s/ft	@	\$	0.20
Extraction Furniture Moving	hr.	@	\$	50.70
Hard Surface VCT Strip/ Refinish Moderate Traffic Area	s/ft	@	\$	0.85
Hard Surface Furntiure Moving	hr.	@	\$	50.70
Hard Surface VCT Strip/ Refinish Heavy Traffic Area	s/ft	@	\$	1.35
Hard Surface Furntiure Moving	hr.	@	\$	50.70
SV Strip & Refinish- Moderate Traffic Area	0	@	\$	0.85
SV Furniture Moving, Moderate Traffic Area	0	@	\$	50.70
SV Strip & Refinish- Heavy Traffic Area	0	@	\$	1.35
SV Furniture Moving, Heavy Traffic Area	0	@	\$	50.70
NO BID Extensive Restroom Maintenance Assistance per fixture & per foot	Fixture	@		NO BID
Post Modernization Custodial Services	s/ft	@	\$	0.39
Custodial Audit Specification	hr.	@	\$	127.50
POWERBOND VCTT CARPET STYLES:				
Aragon MK1RS	s/y	@	\$	17.32
Asaba MK1RS	s/y	@		Dropped
Amaranth Strata MK1RS	s/y	@		Dropped
Applause MK1RS	s/y	@	\$	17.36
Bauhaus MK1RS	s/y	@		Dropped
Caledonia MK1RS	s/y	@		Dropped
Calypso MK1RS	s/y	@		Dropped
Colored Pencil MK1RS	s/y	@	\$	18.76
Corinth MK1RS	s/y	@		Dropped
Crayon MK1RS	s/y	@	\$	17.61
Datum Strata MK1RS	s/y	@		Dropped
Dimensions MK1RS	s/y	@		Dropped
Epos MK1RS	s/y	@		Dropped
Expedition MK1RS	s/y	@	\$	18.90
Explorer MK1RS	s/y	@	\$	14.54
Fossil Strata MK1RS	s/y	@		Dropped
Fraction MK1RS	s/y	#	\$	19.48
Guardian A+ MK1RS	s/y	@	\$	17.18
Infinity MK1RS	s/y	@	\$	16.61
In Stitches MK1RS	s/y	@	\$	18.80
Intersection MK1RS	s/y	@	\$	23.54
Kasuri MK1RS	s/y	@	\$	22.53
Kiva MK1RS	s/y	@		Dropped

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Lee MK1RS	s/y	@	Dropped
Lenox MK1RS	s/y	@	Dropped
Linu Strata MK1RS	s/y	@ \$	23.61
Luminaire II MK1RS	s/y	@	Dropped
Martinique MK1RS	s/y	@	Dropped
Median MK1RS	s/y	@ \$	16.30
Metropolis MK1RS	s/y	@	Dropped
Moxie MK1RS	s/y	@	Dropped
Needle & Thread MK1RS	s/y	@	Dropped
Odyssey MK1RS	s/y	@ \$	15.23
Ogee Strata MK1RS	s/y	@	Dropped
Paradox MK1RS	s/y	@ \$	19.94
Pastel MK1RS	s/y	@	Dropped
Plexus Accents II MK1RS	s/y	@	Dropped
Quantum MK1RS	s/y	@	Dropped
Quest MK1RS	s/y	@	Dropped
Rio MK1RS	s/y	@	Dropped
Saga MK1RS	s/y	@	Dropped
Sail Away MK1RS	s/y	@ \$	17.69
Sasa MK1RS	s/y	@	Dropped
Sentinel MK1RS	s/y	@	Dropped
Sentinel 2 MK1RS	s/y	@ \$	18.45
Sentinel 18 MK1RS	s/y	@	Dropped
Sentinel 24 MK1RS	s/y	@	Dropped
Sento MK1RS	s/y	@	Dropped
Sheffield MK1RS	s/y	@ \$	27.09
Sira MK1RS	s/y	@ \$	24.04
Sonar MK1RS	s/y	@ \$	21.25
Steadfast MK1RS	s/y	@	Dropped
Stockbridge MK1RS	s/y	@ \$	26.42
Synapse MK1RS	s/y	@ \$	18.24
Tazo MK1RS	s/y	@	Dropped
Timeless MK1RS	s/y	@	Dropped
Verzano MK1RS	s/y	@	Dropped
Voyager MK1RS	s/y	@ \$	16.21
Waterstone MK1RS	s/y	@	Dropped
Wayfarer MK1RS	s/y	@	Dropped
Williamstown MK1RS	s/y	@ \$	25.70
Sustainable Gold Standards Type 1	s/y	@ \$	19.05
Sustainable Gold Standards Type 2	s/y	@ \$	20.61
Sustainable Gold Standards Type 3	s/y	@ \$	17.71
Sustainable Gold Standards Type 4	s/y	@ \$	18.35

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EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

COLLINS & AIKMAN FLOORCOVERINGS, INC.

Bid No. 0708-05 – Flooring Materials and Installation called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Collins & Aikman Floorcoverings, Inc., pursuant to Bid No. 0708-05, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Collins & Aikman Floorcoverings, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-06 – PLUMBING SERVICE –
PACIFIC PLUMBING COMPANY OF SANTA ANA FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-06 – Plumbing Service was awarded to Pacific Plumbing Company of Santa Ana for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at reduced prices. The terms and conditions remain the same as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$59,489.12 for the 2007/08 fiscal year and \$62,235.50, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-06 – Plumbing Service for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months and has offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Pacific plumbing Company of Santa Ana for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-06 – Plumbing Service
Pacific Plumbing Company of Santa Ana for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-06 – Plumbing Service with Pacific Plumbing Company of Santa Ana, for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

BOARD OF
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Mr. David Zech
President
Pacific Plumbing Company of Santa Ana
615 East Washington Avenue
Santa Ana, CA 92702

Subject: Bid No. 0708-06 – Plumbing Service

Dear Mr. Zech:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

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EXHIBIT A

1 of 2

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PROPOSAL

April 7, 2008

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

RE: Bid No. 0708-06 Plumbing Service
 July 1, 2008 through June 30, 2009

Per your letter dated March 21, 2008 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	\$ 87.00	\$ 85.50
Apprentice 70% or above	Hourly	\$ 82.00	\$ 80.50
Laborer	Hourly	\$ 55.00	\$ 53.50
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	\$ 100.00	\$ 100.00
Generator	Daily	\$ 125.00	\$ 100.00
Compactor	Daily	\$ 145.00	\$ 110.00
12 cubic yard dump truck w/Driver	Daily	\$ 110.00	\$ 105.00
Video analysis	Per Occasion	\$ 250.00	\$ 225.00

If you have any questions please do not hesitate to call.

Sincerely,
 Pacific Plumbing Co. of Santa Ana

Adolph Novello

615 E. Washington Ave., P.O. Box 1494, Santa Ana, Ca 92702 • I.C #266807 • Fax 714 972-8168 • 714 547-6967



PROPOSAL

April 2, 2009

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

RE: Bid No. 0708-06 Plumbing Service
 July 1, 2009 through June 30, 2010

Per your letter dated March 10, 2009 regarding the current fiscal crisis we are reducing the rates for this year to try to accommodate your needs. We hope this helps you out. Please note the prices below do not include any overtime rates.

BID PRICE SHEET		Current Pricing	Proposed Pricing
Journeyman Plumber	Hourly	\$ 85.50	\$ 84.00
Apprentice 70% or above	Hourly	\$ 60.50	\$ 59.00
Laborer	Hourly	\$ 53.50	\$ 52.00
Backhoe w/Operator. Backhoe to be: Minimum 18 1/2' digging depth Minimum 1 cubic yard front bucket Minimum 18" wide compaction wheel	Daily	\$ 100.00	\$ 100.00
Generator	Daily	\$ 100.00	\$ 50.00
Compactor	Daily	\$ 110.00	\$ 75.00
12 cubic yard dump truck w/Driver	Daily	\$ 105.00	\$ 105.00
Video analysis	Per Occasion	\$ 225.00	\$ 220.00

If you have any questions please do not hesitate to call.

Sincerely,
 Pacific Plumbing Co. of Santa Ana

Adolph Novello
 Adolph Novello

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PACIFIC PLUMBING COMPANY OF SANTA ANA

Bid No. 0708-06 – Plumbing Service called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Plumbing Company of Santa Ana, pursuant to Bid No. 0708-06, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Pacific Plumbing Company of Santa Ana

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-07 – MOVEMENT OF RELOCATABLE BUILDINGS – PACIFIC MOBILE HOME CONSTRUCTION, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-07 – Movement of Relocatable Buildings was awarded to Pacific Mobile Home Construction, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

The expenditures under this contract for the movement and reconfiguration of relocatable buildings districtwide total \$318,177.33 for the 2007/08 fiscal year and \$270,605.27, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-07 – Movement of Relocatable Buildings for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Pacific Mobile Home Construction, Inc. will extend the contract for the next 12 months with a 3% discount for various services. The labor prices will remain the same as the previous year. The equipment rental prices have increased an average of 12%, Exhibit B. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Pacific Mobile Home Construction, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-07 – Movement of Relocatable Buildings
Pacific Mobile Home Construction, Inc. for 2009/10**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-07 – Movement of Relocatable Buildings with Pacific Mobile Home Construction, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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Clerk

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KEN MADDOX

SUE PALAZZO

Mr. Carlos Padilla
President
Pacific Mobile Home Construction, Inc.
13551 Magnolia Avenue
Corona, CA 92879

Subject: Bid No. 0708-07 – Movement of Relocatable Buildings

Dear Mr. Padilla:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

BID FORM
 Schedule of unit costs

	<u>ITEM</u>	<u>COST</u>
1	Tear down, Transport and Re-set: Moving relocatable classroom buildings from any site in the Capistrano Unified School District to any other site located within the school district and placing on new wood foundation complete per D.S.A. specifications.	
	12' x 40' relocatable	
2	14' x 40' relocatable	4,200.00 Each
3	24' x 40' relocatable	4,500.00 Each
4	32' x 60' relocatable	6,200.00 Each
5	40' x 48' relocatable	75,000.00 Each
		11,500.00 Each
6	Tear down, Transport and place on single crib: Moving relocatable classroom buildings from any site in the Capistrano Unified School District to any other site located within the school district and placing to a single crib for storage.	Each
	12' x 40' relocatable	
7	14' x 40' relocatable	1,850.00
8	24' x 40' relocatable	2,050.00 Each
9	32' x 60' relocatable	3,700.00 Each
10	40' x 48' relocatable	9,000.00 Each
		6,400.00 Each
11	Transport from storage and Re-Set: Moving relocatable classroom buildings from storage site in the Capistrano Unified School District to any other site located within the school district and re-set.	Each
	12' x 40' relocatable	
12	14' x 40' relocatable	3,200.00
13	24' x 40' relocatable	3,300.00 Each
14	32' x 60' relocatable	4,900.00 Each
15	40' x 48' relocatable	9,000.00 Each
		7,800.00 Each

Bid No. 0708-07
 MOVEMENT OF RELOCATABLE BUILDINGS

	ITEM	COST
16	When applicable: remove common pad from remaining building, supply treated lumber and construct 40' of stem wall with skirting and vents, skirting to be painted. 40' stem wall	Each 1,150.00
MISC. ITEMS		
17	Reverse load	100.00 Per floor
18	Side load	175.00 Per floor
19	8' closure panels for 2' or 3' separation	Each 234.15
20	1" square tube hand rail - primed/painted	Per lf 59.50
21	Metal ramps w/hand rail	2,205.15 Per 12' section
22	7'x6' Metal platforms w/hand rail	1,225.25 Each
23	7'x11' Metal platform w/ hand rail	1,954.55 Each
24	5'x9' Switch back landing w/hand rail	1,895.50 Each
25	Remove wall (1/2" drywall both sides)	Per lf 145.85
26	Add wall (1/2" drywall both sides)	Per lf 143.85
27	R & R door (standard metal) - supplied by contractor	Each 1,486.25
28	Add door (standard metal) - supplied by contractor	Each 1,636.95
29	R & R window (4' x 8') - supplied by contractor	Each 1,590.50
30	Add window (4' x 8') - supplied by contractor	Each 1,795.00
31	R & R siding (T1-11 x 5/8") - supplied by contractor	Per sq ft 9.50
32	R & R stairs - supplied by contractor	Per lf 116.55
33	Add stairs - supplied by contractor	Per lf 116.55
34	R & R FRP merlite board	Per lf 75.00
35	R & R tack board in side walls	Per lf 125.00
36	Remove and dispose of ramps (4'x12') and landings (6'x7')	Each 300.00
37	Remove and replace rain gutters	Per lf 12.50
38	Install down spouts	Each 65.00
39	Install 2" aluminum metal on carpet seams at mod lines	Per lf 4.50

Bid Form 3

	ITEM	COST	
40	Replace sub-floor with 1 1/8" plywood	295.00	Each
41	Install/replace ceiling tiles	10.50	Each
42	Install/Replace cove molding		Per lf
43	Fire Riser Cages w/door, lockable w/pad locks in 2 places. 3/4" sq tube frame w/expanded metal screening, primed, painted and installed. Color selected by District. 24" x 30" x 108"	1,754.55	Each
44	Painting, including but not limited to: siding, doors, stairs, walls, hand rails and ramps Foreman	64.05	Per hour
45	Laborer	55.65	Per hour
46	Repairs, including but not limited to: siding, windows, doors, stairs, walls, wall coverings, T-bar ceiling and flooring Foreman	64.05	Per hour
47	Laborer	55.65	Per hour
48	<u>Crane</u> Accessory Truck	480.00	Per truck
49	70 Ton Crane	305.00	Per hour
50	90 Ton Crane	360.00	Per hour
51	150 Ton Crane	390.00	Per hour

* 6% Fuel Chrg
 * 6% Fuel Chrg
 *
 * Requires 2 Trucks + 6% Fuel Chrg

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work,



CONSTRUCTION, INC.
MANUFACTURED HOME AND MODULAR SERVICE

March 24, 2009

Ms. Terry Fluent
Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675

RE: BID NO. 0708-07 - MOVEMENT OF RELOCATABLE BUILDINGS


Dear Ms. Fluent:

Pursuant to your letter dated March 10, 2009, please find the attached pricing comparison sheet(s) for the above referenced Bid. Upon your review, please feel free to contact me with questions or just to discuss.

The current economic state has made it difficult for us all. Please note that the only line item we did not make a change to is the hourly wage. For some reason the State of California keeps increasing it. Also, we do not anticipate a significant increase in the crane, but we are still waiting on updated numbers for two crane companies. Also, I have enclosed a copy of the prevailing wage rate for your review.

We appreciate your business and appreciate the opportunity to continue. Again, if you have any questions feel free to contact me at (951) 737-8277.

Sincerely,



Alysia Vaccaro

enclosure

13551 Magnolia Avenue • Corona, CA 92879 • Phone (951) 737-8277 • FAX (951) 737-5552

CAPISTRANO USD
 BID NO. 0708-07
 MOVEMENT OF RELOCATABLE BUILDINGS

		2008/2009	2009/2010	3% DISCOUNT
	TEAR DOWN, TRANSPORT, AND RE-SET: Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and placing on new wood foundation complete per D.S.A. specifications.			
1	12 X 40	4,200.00	4,074.00	126.00
2	14 X 40	4,500.00	4,365.00	135.00
3	24 X 40	6,200.00	6,014.00	186.00
4	32 X 60	15,000.00	14,550.00	450.00
5	40 X 48	11,500.00	11,155.00	345.00
	TEAR DOWN, TRANSPORT, AND PLACE ON CRIB: Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and placing on a single crib for storage.			
6	12 X 40	1,850.00	1,794.50	55.50
7	14 X 40	2,050.00	1,988.50	61.50
8	24 X 40	3,700.00	3,589.00	111.00
9	32 X 60	9,000.00	8,730.00	270.00
10	40 X 48	6,400.00	6,208.00	192.00
	TRANSPORT FROM STORAGE AND RE-SET: Moving relocatable classroom building from any site in the CAPO USD to any other site located within the district and re-set.			
11	12 X 40	3,200.00	3,104.00	96.00
12	14 X 40	3,300.00	3,201.00	99.00
13	24 X 40	4,900.00	4,753.00	147.00
14	32 X 60	9,000.00	8,730.00	270.00
15	40 X 48	7,800.00	7,566.00	234.00

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CAPISTRANO USD
 BID NO. 0708-07
 MOVEMENT OF RELOCATABLE BUILDINGS

		2008/2009	2009/2010	3% DISCOUNT
16	REMOVE COMMON PAD FROM REMAINING BUILDINGS, SUPPLY TREATED LUMBER, AND CONSTRUCT 40' OF STEM WALL WITH SKIRTING AND VENTS-SKIRTING TO BE PAINTED: 40' STEM WALL	1,150.00	1,115.50	34.50
	MISC. ITEMS			
17	REVERSE LOAD	100.00	97.00	3.00
18	SIDE LOAD	175.00	169.75	5.25
19	8' CLOSURE PANELS FOR 2' OR 3' SEPARATIONS	234.15	227.13	7.02
20	1" SQUARE TUBE HAND RAIL - PRIMED/PAINTED	59.50	57.72	1.79
21	METAL RAMPS WITH HAND RAIL (12' SECTION)	2,205.15	2,139.00	66.15
22	7' X 6' METAL PLATFORMS WITH HAND RAILS	1,225.25	1,188.49	36.76
23	7' X 11' METAL PLATFORM WITH HAND RAIL	1,954.55	1,895.91	58.64
24	5' X 9' SWITCH BACK LANDING WITH HAND RAIL	1,895.50	1,838.64	56.87
25	REMOVE WALL (1/2" DRYWALL BOTH SIDES)	145.85	141.47	4.38
26	ADD WALL (1/2" DRYWALL BOTH SIDES)	143.85	139.53	4.32
27	R & R DOOR (STANDARD METAL) SUPPLIED BY CONTRACTOR	1,486.25	1,441.66	44.59
28	ADD DOOR (STANDARD METAL) - SUPPLIED BY CONTRACTOR	1,636.95	1,587.84	49.11
29	R & R WINDOW (4' X 8') - SUPPLIED BY CONTRACTOR	1,590.50	1,542.79	47.71
30	ADD WINDOW (4' X 8') - SUPPLIED BY CONTRACTOR	1,795.00	1,741.15	53.85
31	R & R SIDING (T1-11 X 5/8") - SUPPLIED BY CONTRACTOR	9.50	9.22	0.29
32	R & R STAIRS - SUPPLIED BY CONTRACTOR	116.55	113.05	3.50
33	ADD STAIRS - SUPPLIED BY CONTRACTOR	116.55	113.05	3.50
34	R & R FRP MERLITE BOARD	75.00	72.75	2.25
35	R & R TACK BOARD IN SIDE WALLS	125.00	121.25	3.75
36	REMOVE AND DISPOSE OF RAMPS (4' X 12') AND LANDING (6' X 7')	300.00	291.00	9.00
37	REMOVE AND REPLACE RAIN GUTTERS	12.50	12.13	0.38
38	INSTALL DOWN DOWN SPOUTS	65.00	63.05	1.95
39	INSTALL 2" ALUMINUM METAL ON CARPET SEAMS AT MOD LINES	4.50	4.37	0.14

CAPISTRANO USD
 BID NO. 0708-07
 MOVEMENT OF RELOCATABLE BUILDINGS

		2008/2009	2009/2010	3% DISCOUNT
40	REPLACE SUB-FLOOR WITH 1 1/8" PLYWOOD	295.00	286.15	8.85
41	INSTALL/REPLACE CEILING TILES	10.50	10.19	0.32
42	INSTALL/REPLACE COVE MOLDING	7.50	7.28	0.23
43	FIRE RISER CAGE WITH DOOR, LOCKABLE WITH PAD LOCKS IN 2 PLACES. 3/4" SQ TUBE FRAME WITH EXPANDED METAL SCREENING, PRIMED, PAINTED, AND INSTALLED. COLOR SELECTED BY DISTRICT. 24" X 30" X 108"	1,754.55	1,701.91	52.64
44	PAINTING, INCLUDING BUT NOT LIMITED TO: SIDING, DOORS, STAIRS, WALLS, HAND RAILS, AND RAMPS: FOREMAN	64.05	64.05	0.00
45	LABORER	55.65	55.65	0.00
46	REPAIRS, INCLUDING BUT NOT LIMITED TO: SIDING, WINDOWS, DOORS, STAIRS, WALLS, WALL COVERINGS, T-BAR, AND FLOORING: FOREMAN	64.05	64.05	0.00
47	LABORER	55.65	55.65	0.00
48	CRANE:** ACCESSORY TRUCK	480.00	480.00	0.00
49	70 TON CRANE (EXCLUDES FUEL CHARGE)	305.00	360.00	-55.00
50	90 TON CRANE (EXCLUDES FUEL CHARGE)*	360.00	395.00	-35.00
51	150 TON CRANE (EXCHANGE FUEL CHARGE)*	390.00	425.00	-35.00

* REQUIRES 2 ACCESSORY TRUCK

R:\CAPISTRANO\BID 09.10

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
PACIFIC MOBILE HOME CONSTRUCTION, INC.

Bid No. 0708-07 – Movement of Relocatable Buildings called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Pacific Mobile Home Construction, Inc., pursuant to Bid No. 0708-07, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Pacific Mobile Home Construction, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-11 – PAINTING – PRIME
PAINTING CONTRACTORS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-11 – Painting was awarded to Prime Painting Contractors, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

The expenditures under this contract for routine repair and maintenance projects districtwide total \$158,000 for the 2007/08 fiscal year and \$81,626, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-11 – Painting for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months and has offered reduced prices. The terms and conditions remain the same as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Prime Painting Contractors, Inc. for the period July 1, 2009 through June 30, 2010.

**Extension of Bid No. 0708-11 – Painting
Prime Painting Contractors, Inc. for 2009/10**
May 11, 2009
Page 2

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-11 with Prime Painting Contractors, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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SUE PALAZZO

Mr. Bobby Tsangaris
Treasurer
Prime Painting Contractors, Inc.
17033 Gledhill Street
Northridge, CA 91325

Subject: Bid No. 0708-11 – Painting

Dear Mr. Tsangaris:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

Serving the Southern California communities of

Mirso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano

EXHIBIT A

1 of 2

209

BID PRICE SHEET

MATERIALS

Manufacturer	Product	1-gallon	5-gallon
Dunn Edwards	Acousticote	14.00	70.00
Dunn Edwards	Vinyl Unicote Primer	19.00	95.00
Dunn Edwards	Permagloss	20.00	100.00
Dunn Edwards	Acriflat	18.00	90.00
Dunn Edwards	Enduracryl	25.00	125.00
Dunn Edwards	Rancho House and Trim-gloss	—	—
Dunn-Edwards/ICI/Vista	Metal Primer	27.00	135.00
Forrest Paint	Firm Foot Water-based Non-skid	31.00	155.00
ICI	Diamond Finish	32.00	160.00
ICI	Cover Stain Primer, oil-based	19.00	95.00
ICI	Ultra-hide Lo-lustre enamel	21.00	105.00
ICI	Aqua Sash Gloss enamel.	20.00	100.00
ICI	Gripper Primer, water-based	18.00	90.00
Vista Paint	Master-chem Hammerite	52.00	260.00
Vista Paint	Carefree Enamel, water-based	20.00	100.00
Vista Paint	Protec Enamel, oil-based	25.00	125.00

LABOR

Hourly Rate (including all employer payments) – Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770 and 1773 and 1773.1

Painter, Lead Abatement	\$ 56.00	\$	\$
Repaint and light Commercial Painter, Lead Abatement	\$ 52.00	\$	\$

CRAFT Apprentice	Periodic Wage Percentage Progressions						
	Hourly 1 st period	Hourly 2 nd period	Hourly 3 rd period	Hourly 4 th period	Hourly 5 th period	Hourly 6 th period	Hourly 7 th period
Painter	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 32.00	\$ 34.00	\$ 42.00

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all

Prime Painting
Contractors, Inc.

17033 Gledhill Street, Northridge, CA 91325
Tel: (818) 833-8866 Fax: (818) 833-3109
Email: primeptg@verizon.net

April 7, 2009

VIA FAX & MAIL

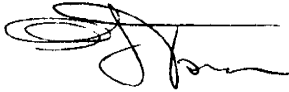
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attention: Terry Fluent, Director, Purchasing

Subject: **Bid No. 0708-11 – Painting**

Dear Mr. Fluent:

Prime Painting Contractors wishes to extend our contract for an additional 12-month period. For the reason that of the fiscal crisis facing the State of California, we are submitting reduced costs of 8% on our previous unit bid prices (Bid No 0708-11), for the renewal period of July1, 2009 through June 30, 2010.

Sincerely,



Georgia Tsangaris
Prime Painting Contractors

Cc: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

BID PRICE SHEET

MATERIALS

Manufacturer	Product	1-gallon	5-gallon
Dunn Edwards	Acousticote	14.00	70.00
Dunn Edwards	Vinyl Unicote Primer	19.00	95.00
Dunn Edwards	Permagloss	20.00	100.00
Dunn Edwards	Acriflat	18.00	90.00
Dunn Edwards	Enduracryl	25.00	125.00
Dunn Edwards	Rancho House and Trim-gloss	—	—
Dunn-Edwards/ICI/Vista	Metal Primer	27.00	135.00
Forrest Paint	Firm Foot Water-based Non-skid	37.00	185.00
ICI	Diamond Finish	22.00	110.00
ICI	Cover Stain Primer, oil-based	19.00	95.00
ICI	Ultra-hide Lo-lustre enamel	21.00	105.00
ICI	Aqua Sash Gloss enamel.	20.00	100.00
ICI	Gripper Primer, water-based	18.00	90.00
Vista Paint	Master-chem Hammerite	52.00	260.00
Vista Paint	Carefree Enamel, water-based	20.00	100.00
Vista Paint	Protec Enamel, oil-based	25.00	125.00

LABOR

Hourly Rate (including all employer payments) – Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770 and 1773 and 1773.1

Painter, Lead Abatement	\$ 56.00	\$	\$
Repaint and light Commercial Painter, Lead Abatement	\$ 52.00	\$	\$

CRAFT Apprentice	Periodic Wage Percentage Progressions						
	Hourly 1 st period	Hourly 2 nd period	Hourly 3 rd period	Hourly 4 th period	Hourly 5 th period	Hourly 6 th period	Hourly 7 th period
Painter	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 32.00	\$ 34.00	\$ 42.00

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PRIME PAINTING CONTRACTORS, INC.

Bid No. 0708-11 – Painting called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with Prime Painting Contractors, Inc., pursuant to Bid No. 0708-11, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Prime Painting Contractors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-13 – SHADE STRUCTURES – USA SHADE & FABRIC STRUCTURES, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, Bid No. 0708-13 – Shade Structures was awarded to USA Shade & Fabric Structures, Inc. for the 2007/08 school year. This bid called for an original contract term of July 1, 2007 through June 30, 2008, with four (4) one-year renewal periods, a the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 12, 2008, Board meeting, the Board asked staff to provide additional information regarding the bid prior to making a determination to extend the contract.

At the June 16, 2008, Board meeting, the Board exercised the option to extend the contract for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

The expenditures under this contract for projects districtwide total \$134,104.83 for the 2007/08 fiscal year and \$21,083.83, to date, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-13 – Shade Structures for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

The contractor will extend the contract for the next 12 months at the same prices as the original agreement, Exhibit B. USA Shade & Fabric Structures, Inc., has requested that the District remove the “piggybackable” clause from this contract, making the pricing exclusive to Capistrano Unified School District. The vendor will not be able to offer this exclusive pricing to other districts.

**Extension of Bid No. 0708-13 – Shade Structures
USA Shade & Fabric Structures, Inc. for 2009/10**

May 11, 2009

Page 2

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and USA Shade & Fabric Structures, Inc. for the period July 1, 2009 through June 30, 2010.

FINANCIAL IMPLICATIONS

Funding will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-13 – Shade Structures with USA Shade & Fabric Structures, Inc., for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

**BOARD OF
TRUSTEES**

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SUE PALAZZO

Mr. Joseph C. Tabone
Chief Financial Officer
USA Shade & Fabric Structures, Inc.
8508-A Chancellor Row
Dallas, TX 75247

Subject: Bid No. 0708-13 – Shade Structures

Dear Mr. Tabone:

Your current contract for service to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction

Serving the Southern California communities of

Aliso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano

SHADE STRUCTURES BID #0708-13					
	SIZE (FEET)	DESCRIPTION Single Hip-Roof outdoor fabric structure (Specified Fabric - HDPE Shadeare®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	PRICE
1	8x10	Single Hip-Roof	10	4	13,020.00
2	10x10	Single Hip-Roof	10	4	13,020.00
3	9x13	Single Hip-Roof	10	4	13,020.00
4	10x12	Single Hip-Roof	10	4	13,020.00
5	11x17	Single Hip-Roof	10	4	13,800.00
6	10x18	Single Hip-Roof	10	4	13,800.00
7	12x19	Single Hip-Roof	10	4	13,020.00
8	10x20	Single Hip-Roof	10	4	13,800.00
9	10x20	Single Hip-Roof	10	4	13,020.00
10	14x17	Single Hip-Roof	12	4	13,194.00
11	14x17	Single Hip-Roof	10	4	15,494.00
12	12x20	Single Hip-Roof	12	4	15,494.00
13	12x20	Single Hip-Roof	10	4	15,624.00
14	15x20	Single Hip-Roof	12	4	15,834.00
15	15x20	Single Hip-Roof	10	4	15,624.00
16	17x19	Single Hip-Roof	12	4	15,624.00
17	17x19	Single Hip-Roof	10	4	15,834.00
18	18x18	Single Hip-Roof	12	4	16,748.00
19	18x18	Single Hip-Roof	10	4	13,800.00
20	18x19	Single Hip-Roof	12	4	14,394.00
21	18x19	Single Hip-Roof	10	4	14,564.00
22	18x20	Single Hip-Roof	12	4	15,193.00
23	18x20	Single Hip-Roof	10	4	15,331.00
24	20x20	Single Hip-Roof	12	4	15,992.00
25	20x20	Single Hip-Roof	10	4	14,394.00
26	20x21	Single Hip-Roof	12	4	14,940.00
27	20x21	Single Hip-Roof	10	4	18,162.00
28	20x29	Single Hip-Roof	12	4	20,382.00
29	20x29	Single Hip-Roof	10	4	18,757.00
30	18x27	Single Hip-Roof	12	4	20,720.00
31	18x27	Single Hip-Roof	10	4	18,162.00
32	16x29	Single Hip-Roof	12	4	18,765.00
33	16x29	Single Hip-Roof	10	4	18,280.00
34	19x28	Single Hip-Roof	12	4	20,382.00
35	19x28	Single Hip-Roof	10	4	18,162.00
36	20x23	Single Hip-Roof	12	4	20,382.00
37	20x23	Single Hip-Roof	10	4	18,162.00
38	20x29	Single Hip-Roof	12	4	20,382.00
39	20x29	Single Hip-Roof	10	4	18,162.00
40	20x25	Single Hip-Roof	12	4	20,382.00
41	20x25	Single Hip-Roof	10	4	18,162.00
42	20x30	Single Hip-Roof	12	4	20,382.00
43	20x30	Single Hip-Roof	10	4	18,162.00
44	21x29	Single Hip-Roof	12	4	20,382.00
45	21x29	Single Hip-Roof	10	4	24,852.00
46	24x25	Single Hip-Roof	12	4	24,560.00
47	24x25	Single Hip-Roof	10	4	24,430.00
48	23x28	Single Hip-Roof	12	4	25,555.00
49	23x28	Single Hip-Roof	10	4	24,852.00
50	23x30	Single Hip-Roof	12	4	25,670.00
51	23x30	Single Hip-Roof	10	4	25,243.00
52	25x25	Single Hip-Roof	12	4	26,100.00
53	25x25	Single Hip-Roof	10	4	24,430.00
54	25x30	Single Hip-Roof	12	4	25,555.00
			10	4	24,582.00

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55	25x30	Single Hip-Roof	12	4	25,760.00
56	26x27	Single Hip-Roof	10	4	26,358.00
57	26x27	Single Hip-Roof	12	4	27,147.00
58	29x29	Single Hip-Roof	10	4	26,571.00
59	29x29	Single Hip-Roof	12	4	27,319.00
60	30x30	Single Hip-Roof	10	4	26,358.00
61	30x30	Single Hip-Roof	12	4	27,147.00
62	19x36	Single Hip-Roof	10	4	30,480.00
63	19x36	Single Hip-Roof	12	4	32,820.00
64	18x33	Single Hip-Roof	10	4	30,480.00
65	18x33	Single Hip-Roof	12	4	32,820.00
66	17x32	Single Hip-Roof	10	4	30,480.00
67	17x32	Single Hip-Roof	12	4	32,820.00
68	20x40	Single Hip-Roof	10	4	31,800.00
69	20x40	Single Hip-Roof	12	4	35,700.00
70	21x39	Single Hip-Roof	10	4	31,800.00
71	21x39	Single Hip-Roof	12	4	35,700.00
72	24x37	Single Hip-Roof	10	4	31,800.00
73	24x37	Single Hip-Roof	12	4	35,700.00
74	27x38	Single Hip-Roof	10	4	31,800.00
75	27x38	Single Hip-Roof	12	4	35,700.00
76	24x40	Single Hip-Roof	10	4	31,800.00
77	24x40	Single Hip-Roof	12	4	35,700.00
78	27x40	Single Hip-Roof	10	4	31,800.00
79	27x40	Single Hip-Roof	12	4	35,700.00
80	30x40	Single Hip-Roof	10	4	31,800.00
81	30x40	Single Hip-Roof	12	4	35,700.00
	SIZE (FEET)	DESCRIPTION	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
		Double Hip-Roof outdoor fabric structure (Specified fabric - HDPE Shadeure®)			
82	20x40	Double Hip-Roof	10	6	28,794.00
83	20x40	Double Hip-Roof	12	6	29,880.00
84	20x60	Double Hip-Roof	10	6	45,600.00
85	20x60	Double Hip-Roof	12	6	47,400.00
86	26x48	Double Hip-Roof	12	6	48,300.00
87	25x50	Double Hip-Roof	10	6	46,788.00
88	25x50	Double Hip-Roof	12	6	48,300.00
89	25x60	Double Hip-Roof	10	6	46,788.00
90	25x60	Double Hip-Roof	12	6	48,300.00
91	27x38	Double Hip-Roof	10	6	32,650.00
92	27x38	Double Hip-Roof	12	6	37,068.00
93	30x40	Double Hip-Roof	10	6	32,650.00
94	30x40	Double Hip-Roof	12	6	37,068.00
95	26x47	Double Hip-Roof	10	6	46,788.00
96	26x47	Double Hip-Roof	12	6	48,300.00
97	30x50	Double Hip-Roof	10	6	46,788.00
98	30x50	Double Hip-Roof	12	6	48,300.00
99	28x53	Double Hip-Roof	10	6	50,820.00
100	28x53	Double Hip-Roof	12	6	52,548.00
101	29x58	Double Hip-Roof	10	6	49,620.00
102	29x58	Double Hip-Roof	12	6	52,548.00
103	30x60	Double Hip-Roof	10	6	49,620.00
104	30x60	Double Hip-Roof	12	6	52,548.00
105	27x74	Double Hip-Roof	12	6	73,411.00
106	28x59	Double Hip-Roof	12	6	52,548.00
107	20x80	Double Hip-Roof	12	6	75,000.00
108	30x80	Double Hip-Roof	12	6	77,220.00

	SIZE (FEET)	DESCRIPTION Interconnected Quad-linear Hip-Roof outdoor fabric structure (Specified Fabric - HDPE Shadeure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
109	30x160	Quad-linear Hip-Roof	12	10	141,000.00
	SIZE (FEET)	DESCRIPTION Quad Hip-Roof outdoor fabric structure (Specified Fabric - HDPE Shadeure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
110	36x36	Quad Hip-Roof	12	9	45,390.00
111	34x39	Quad Hip-Roof	10	9	39,468.00
112	34x39	Quad Hip-Roof	12	9	45,390.00
113	40x40	Quad Hip-Roof	10	9	39,468.00
114	40x40	Quad Hip-Roof	12	9	45,390.00
115	36x54	Quad Hip-Roof	10	9	55,500.00
116	36x54	Quad Hip-Roof	12	9	62,856.00
117	38x55	Quad Hip-Roof	10	9	55,500.00
118	38x55	Quad Hip-Roof	12	9	62,856.00
119	40x50	Quad Hip-Roof	10	9	55,500.00
120	40x50	Quad Hip-Roof	12	9	58,044.00
121	40x60	Quad Hip-Roof	10	9	65,400.00
122	40x60	Quad Hip-Roof	12	9	65,400.00
123	50x50	Quad Hip-Roof	10	9	86,750.00
124	50x50	Quad Hip-Roof	12	9	89,976.00
125	50x60	Quad Hip-Roof	10	9	89,520.00
126	50x60	Quad Hip-Roof	12	9	91,536.00
127	56x59	Quad Hip-Roof	10	9	92,124.00
128	56x59	Quad Hip-Roof	12	9	95,988.00
129	60x60	Quad Hip-Roof	10	9	92,124.00
130	60x60	Quad Hip-Roof	12	9	95,988.00
	SIZE (FEET)	DESCRIPTION Peak-Roof Triangle outdoor fabric structure (Specified Fabric - HDPE Shadeure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
131	27	Peak-Roof Triangle	12	3	20,916.00
132	30	Peak-Roof Triangle	12	3	21,468.00
	SIZE (FEET)	DESCRIPTION Peak-Roof Hexagon outdoor fabric structure (Specified fabric - HDPE Shadeure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
133	38	Peak-Roof Hexagon	12	6	40,200.00
134	40	Peak-Roof Hexagon	12	6	41,100.00
135	50	Peak-Roof Hexagon	12	7	58,890.00
136	52	Peak-Roof Hexagon	12	7	61,656.00
137	55	Peak-Roof Hexagon	12	7	64,536.00
138	60	Peak-Roof Hexagon	12	7	67,584.00
	SIZE (FEET)	DESCRIPTION Free-form Tri-sail outdoor fabric structure (Specified Fabric - HDPE Shadeure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
139	18	Single Free-form Tri-Sail	10 & 14	3	17,460.00
140	(2) 18	Double Free-form Tri-Sail	10 & 14	4	23,220.00
141	(3) 18	Triple Free-form Tri-Sail	10 & 14	5	36,216.00

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	SIZE (FEET)	DESCRIPTION	Hip-roof Tri- trans Cantilever outdoor fabric structure (Specified Fabric - HDPE Shadesure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
142	20x30	Single Hip-Roof 20' Cantilever		10	2	43,344.00
143	30x40	Double Hip-Roof 20' Cantilever		10	2	64,380.00
	SIZE (FEET)	DESCRIPTION	Peak-Roof Multi- Layered outdoor fabric structure (Specified fabric HDPE Shadesure®)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
144	30x30	Single Peak-Roof		10	4	38,400.00
	SIZE (FEET)	DESCRIPTION	Hip-Roof outdoor Waterproof fabric structure (Specified Fabric - PVC Ferrari®992/Ferrari®702)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
146	30x30	Hip-Roof Waterproof		12	4	45,360.00
147	30x60	Double Hip-Roof Waterproof		12	6	86,114.00
	SIZE (FEET)	DESCRIPTION	Arched-Roof Waterproof Walkway Cantilever outdoor fabric structure (Specified Fabric - PVC Ferrari®1002T2)	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	
148	10x20	Single Arched-Roof Waterproof Cantilever		10	2	26,400.00
149	10x40	Double Arched-Roof Waterproof Cantilever		10	3	43,200.00
150	10x60	Triple Arched-Roof Waterproof Cantilever		10	4	62,400.00
ADDITIONAL ITEMS						
Optional Products:						
151		Steel Post, 10' eave height				2,400.00
152		Steel Post, 12' eave height				2,820.00
153		Cable, per linear foot				2.40
154		UV Shade Fabric (Shadesure®), Retail per square foot				4.80
155		UV Shade Fabric (Shadesure®) Replacement, per square foot				4.20
Custom Products:						
		Custom UV Shade Fabric Structures (Specified Fabric - HDPE Shadesure®), range per square foot				
156	1 to 2,000 SQ.		Per Engineering	Per engineering		40 to 75
157	2,001 to 5,000 SQ.		Per Engineering	Per engineering		35 to 65
158	5,001 to 10,000 SQ		Per Engineering	Per engineering		35 to 65
159	10,001 to 25,000 SQ		Per Engineering	Per engineering		35 to 60
160	25,001 to 40,000 SQ		Per Engineering	Per engineering		30 to 55
161	40,001 to 60,000 SQ		Per Engineering	Per engineering		30 to 55
		Custom Waterproof Fabric Structures (Specified Fabric - Patio500®), range per square foot				
162	1 to 2,000 SQ.		Per Engineering	Per engineering		50 to 85
163	2,001 to 5,000 SQ.		Per Engineering	Per engineering		45 to 75

164	3,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
165	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
166	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
167	40,001 to 60,000 SQ		Per Engineering	Per engineering	30 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®502), range per square foot			
168	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
169	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 75
170	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
171	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
172	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
173	40,001 to 60,000 SQ		Per Engineering	Per engineering	30 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®702), range per square foot			
174	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
175	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 80
176	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
177	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
178	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
179	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1002T2), range per square foot			
180	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
181	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 80
182	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
183	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
184	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
185	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1202T2), range per square foot			
186	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 90
187	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 85

420

222

188	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 80
189	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 75
190	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 70
191	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrar®1302T2), range per square foot			
192	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 90
193	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 85
194	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 80
195	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 75
196	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 70
197	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrar®1502T2), range per square foot			
198	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 95
199	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 90
200	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 85
201	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 80
202	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 75
203	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE Sheerfill®DII), range per square foot			
204	1 to 2,000 SQ.		Per Engineering	Per engineering	75 to 120
205	2,001 to 5,000 SQ.		Per Engineering	Per engineering	70 to 115
206	5,001 to 10,000 SQ		Per Engineering	Per engineering	65 to 110
207	10,001 to 25,000 SQ		Per Engineering	Per engineering	60 to 105
208	25,001 to 40,000 SQ		Per Engineering	Per engineering	55 to 100
209	40,001 to 60,000 SQ		Per Engineering	Per engineering	50 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE Sheerfill®DIVA), range per square foot			
210	1 to 2,000 SQ.		Per Engineering	Per engineering	65 to 120
211	2,001 to 5,000 SQ.		Per Engineering	Per engineering	65 to 115

212	5,001 to 10,000 SQ		Per Engineering	Per engineering	60 to 110
213	10,001 to 25,000 SQ		Per Engineering	Per engineering	55 to 105
214	25,001 to 40,000 SQ		Per Engineering	Per engineering	50 to 100
215	40,001 to 60,000 SQ		Per Engineering	Per engineering	45 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE SheerFLEX®V), range per square foot			
216	1 to 2,000 SQ.		Per Engineering	Per engineering	65 to 120
217	2,001 to 5,000 SQ.		Per Engineering	Per engineering	65 to 115
218	5,001 to 10,000 SQ		Per Engineering	Per engineering	60 to 110
219	10,001 to 25,000 SQ		Per Engineering	Per engineering	55 to 105
220	25,001 to 40,000 SQ		Per Engineering	Per engineering	50 to 100
221	40,001 to 60,000 SQ		Per Engineering	Per engineering	45 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® 3T40), range per square foot			
222	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145
223	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
224	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
225	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
226	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 120
227	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® VG0100), range per square foot			
228	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145
229	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
230	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
231	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
232	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 130
233	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® VG0101), range per square foot			
234	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145

422

224

235	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
236	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
237	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
238	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 120
239	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		ADDITIONAL SERVICES			
240		Replacement UV Shade (Shadesure®) Fabric detachment trip charge, range per project			750 to 1,500/hour
241		Replacement UV Shade (Shadesure®) Fabric attachment trip charge, range per project			750 to 1,500/hour
242		Assembly, range per square foot			12 to 50
243		Demolition fee, range per project			750 to 1,500/hour
244		Demolition fee, per hour			1,000.00
245		Conceptual drawings, range per job			750 to 5,000
246		Project Management Fee, range per project			750 to 1,500/hour
247		Custom Engineering, range per project			280 to 350 / hour
248		Custom Engineering, per hour			450.00
249		Architect fees, range per project			10% to 40% of unit price
250		Architect Fees, per hour			300.00
251		Architect of Record Fee, range per project			10% to 20% of unit price
252		DSA fees, range per project			2% to 40% of unit price
253		Site Survey fee, range per project			750 to 10,000
254		Concrete Cutting, per core			250.00
255		Limited Accessibility Fees, range per project			5% to 20% of unit price
256		Shoring, per lineal foot			200.00
257		Limited/no Bobcat Accessibility, range per project			5% to 20% of unit price
258		Limited/no Concrete Truck Accessibility, range per project			5% to 20% of unit price
259		Special Equipment, range per project			5% to 20% of unit price
260		Annual Maintenance Inspection Program, per annum			500.00
261		Annual Maintenance Training Program, per Seminar			100.00
262		Logos, range per project			500 to 2,500/logo
263		Site Specific Renderings, range per project			500 to 2,500
264		Regular Working Hours, per hour			350.00
265		Overtime Wage, per hour			500.00
266		Stop Work Order, per hour			500.00
267		Temporary Snow Fencing, range per project			5% to 7% of unit price
268		Temporary Chain-link fencing, range per project			5% to 13% of unit price
269		Powdura® Epoxy Primer Powder Coat, % range per project			Add 3% to unit cost
270		Dirt Removal, per hole			250 to 500

**DSA Approved Shade Structures
REQUEST FOR QUOTATION
Recap – June 16, 2008**

SIZE (FT)	DESCRIPTION Single Hip-Roof –outdoor fabric structure – HDPE Shadesure® or equal	MAX. OPENING HEIGHT (FT)	TOTAL # UPRIGHT POSTS	PRICE USA Shade & Fabric Structures, Inc.	PRICE Dave Bang Assoc., Inc. (Custom Canopies)
10 x 20	Single Hip-Roof	12	4	\$ 13,194.00	\$ 14,802.00
25 x 30	Single Hip-Roof	10	4	\$ 24,582.00	No Bid
25 x 25(alt.size)	Single Hip-Roof	10	4		\$ 18,477.48
SIZE (FT)	DESCRIPTION Double Hip-Roof –outdoor fabric structure – HDPE Shadesure® or equal	MAX. OPENING HEIGHT (FT)	TOTAL # UPRIGHT POSTS	PRICE	PRICE
20 x 40	Double Hip-Roof	12	6	\$ 28,880.00	\$ 22,697.83
30 x 40	Double Hip-Roof	12	6	\$ 37,968.00	\$ 26,736.78
SIZE (FT)	DESCRIPTION Quad Hip-Roof –outdoor fabric structure – HDPE Shadesure® or equal	MAX. OPENING HEIGHT (FT)	TOTAL # UPRIGHT POSTS	PRICE	PRICE
36 x 36	Quad Hip-Roof	12	9	\$ 45,390.00	Size not DSA approved
40 x 40	Quad Hip-Roof	10	9	\$ 39,468.00	Size not DSA approved
SIZE (FT)	DESCRIPTION Peak-Roof Hexagon - outdoor fabric structure – HDPE Shadesure® or equal	MAX. OPENING HEIGHT (FT)	TOTAL # UPRIGHT POSTS	PRICE	PRICE
50	Peak-Roof Hexagon	12	7	\$ 58,890.00	Size not DSA approved



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

March 20, 2009

Regarding: **Request for extension to Bid No. 0708-13-Shade Structures**

Dear Terry Fluent,

In response to your letter dated March 10, 2009, USA Shade & Fabric Structures, Inc. requests that you please consider an extension to the contract "Bid No. 0708-13-Shade Structures" for an additional 12-month period starting July 1, 2009, through June 30, 2010.

We request that the district maintain the current unit prices previously maintained for 2008/2009. As you are aware, due to new DSA CBC 2007 code upgrade, material sizes in our structures such as steel, cable, foundations and concrete designs have dramatically increased due to the new building code. We have elected to wear these increases ourselves due to the fact that we value and appreciate Capistrano USD to be one of our most recognized clients and appreciate all that has been done in leading the way for many California public schools in the use and versatility of our proven shade structures.

In maintaining these prices, we are requesting that the district remove the "Piggybackable" clause making this pricing exclusive to Capistrano Unified School District as we will not be able to offer this exclusive pricing to other districts. In reviewing our records, there are currently no other districts utilizing this bid that will be affected by this request.

Attached, please find the current pricing sheet to be used for 2009/2010.

I trust you will find this in good order.

Sincerely,

Tony Leyds
President

USA Shade & Fabric Structures, Inc.
350 Kalmus Drive
Costa Mesa, CA 92626
Tel: (714) 427-6981
Cell: (949) 981-5477
Fax: (714) 427-6982
Email: tleyds@usa-shade.com



SHADE STRUCTURES BID #0708-13 2009/2010

	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Single Hip-Roof</u> <u>outdoor fabric structure (Specified Fabric -</u> <u>HDPE Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	<u>PRICE</u>
1	8x10	Single Hip-Roof	10	4	13,020.00
2	10x10	Single Hip-Roof	10	4	13,020.00
3	9x13	Single Hip-Roof	10	4	13,020.00
4	10x12	Single Hip-Roof	10	4	13,800.00
5	11x17	Single Hip-Roof	10	4	13,800.00
6	10x18	Single Hip-Roof	10	4	13,020.00
7	12x19	Single Hip-Roof	10	4	13,800.00
8	10x20	Single Hip-Roof	10	4	13,020.00
9	10x20	Single Hip-Roof	12	4	13,194.00
10	14x17	Single Hip-Roof	10	4	15,494.00
11	14x17	Single Hip-Roof	12	4	15,494.00
12	12x20	Single Hip-Roof	10	4	15,624.00
13	12x20	Single Hip-Roof	12	4	15,834.00
14	15x20	Single Hip-Roof	10	4	15,624.00
15	15x20	Single Hip-Roof	12	4	15,624.00
16	17x19	Single Hip-Roof	10	4	15,834.00
17	17x19	Single Hip-Roof	12	4	16,748.00
18	18x18	Single Hip-Roof	10	4	13,800.00
19	18x18	Single Hip-Roof	12	4	14,394.00
20	18x19	Single Hip-Roof	10	4	14,564.00
21	18x19	Single Hip-Roof	12	4	15,193.00
22	18x20	Single Hip-Roof	10	4	15,331.00
23	18x20	Single Hip-Roof	12	4	15,992.00
24	20x20	Single Hip-Roof	10	4	14,394.00
25	20x20	Single Hip-Roof	12	4	14,940.00
26	20x21	Single Hip-Roof	10	4	18,162.00
27	20x21	Single Hip-Roof	12	4	20,382.00
28	20x29	Single Hip-Roof	10	4	18,757.00
29	20x29	Single Hip-Roof	12	4	20,720.00
30	18x27	Single Hip-Roof	10	4	18,162.00
31	18x27	Single Hip-Roof	12	4	18,765.00
32	16x29	Single Hip-Roof	10	4	18,280.00
33	16x29	Single Hip-Roof	12	4	20,382.00
34	19x28	Single Hip-Roof	10	4	18,162.00
35	19x28	Single Hip-Roof	12	4	20,382.00
36	20x23	Single Hip-Roof	10	4	18,162.00
37	20x23	Single Hip-Roof	12	4	20,382.00
38	20x29	Single Hip-Roof	10	4	18,162.00
39	20x29	Single Hip-Roof	12	4	20,382.00
40	20x25	Single Hip-Roof	10	4	18,162.00
41	20x25	Single Hip-Roof	12	4	20,382.00
42	20x30	Single Hip-Roof	10	4	18,162.00
43	20x30	Single Hip-Roof	12	4	20,382.00
44	21x29	Single Hip-Roof	10	4	24,852.00
45	21x29	Single Hip-Roof	12	4	24,560.00
46	24x25	Single Hip-Roof	10	4	24,430.00
47	24x25	Single Hip-Roof	12	4	25,555.00
48	23x28	Single Hip-Roof	10	4	24,852.00
49	23x28	Single Hip-Roof	12	4	25,670.00
50	23x30	Single Hip-Roof	10	4	25,243.00
51	23x30	Single Hip-Roof	12	4	26,100.00
52	25x25	Single Hip-Roof	10	4	24,430.00
53	25x25	Single Hip-Roof	12	4	25,555.00
54	25x30	Single Hip-Roof	10	4	24,582.00

55	25x30	Single Hip-Roof	12	4	25,760.00
56	26x27	Single Hip-Roof	10	4	26,358.00
57	26x27	Single Hip-Roof	12	4	27,147.00
58	29x29	Single Hip-Roof	10	4	26,571.00
59	29x29	Single Hip-Roof	12	4	27,319.00
60	30x30	Single Hip-Roof	10	4	26,358.00
61	30x30	Single Hip-Roof	12	4	27,147.00
62	19x36	Single Hip-Roof	10	4	30,480.00
63	19x36	Single Hip-Roof	12	4	32,820.00
64	18x33	Single Hip-Roof	10	4	30,480.00
65	18x33	Single Hip-Roof	12	4	32,820.00
66	17x32	Single Hip-Roof	10	4	30,480.00
67	17x32	Single Hip-Roof	12	4	32,820.00
68	20x40	Single Hip-Roof	10	4	30,480.00
69	20x40	Single Hip-Roof	12	4	32,820.00
70	21x39	Single Hip-Roof	10	4	31,800.00
71	21x39	Single Hip-Roof	12	4	35,700.00
72	24x37	Single Hip-Roof	10	4	31,800.00
73	24x37	Single Hip-Roof	12	4	35,700.00
74	27x38	Single Hip-Roof	10	4	31,800.00
75	27x38	Single Hip-Roof	12	4	35,700.00
76	24x40	Single Hip-Roof	10	4	31,800.00
77	24x40	Single Hip-Roof	12	4	35,700.00
78	27x40	Single Hip-Roof	10	4	31,800.00
79	27x40	Single Hip-Roof	12	4	35,700.00
80	30x40	Single Hip-Roof	10	4	31,800.00
81	30x40	Single Hip-Roof	12	4	35,700.00
	SIZE (FEET)	DESCRIPTION	Double Hip-Roof	MAXIMUM	TOTAL
		outdoor fabric structure (Specified fabric - HDPE Shadesure®)		OPENING	NUMBER OF
				HEIGHT	UPRIGHT
				(FEET)	POSTS
82	20x40	Double Hip-Roof	10	6	28,794.00
83	20x40	Double Hip-Roof	12	6	29,880.00
84	20x60	Double Hip-Roof	10	6	45,600.00
85	20x60	Double Hip-Roof	12	6	47,400.00
86	26x48	Double Hip-Roof	12	6	48,300.00
87	25x50	Double Hip-Roof	10	6	46,788.00
88	25x50	Double Hip-Roof	12	6	48,300.00
89	25x60	Double Hip-Roof	10	6	46,788.00
90	25x60	Double Hip-Roof	12	6	48,300.00
91	27x38	Double Hip-Roof	10	6	32,650.00
92	27x38	Double Hip-Roof	12	6	37,068.00
93	30x40	Double Hip-Roof	10	6	32,650.00
94	30x40	Double Hip-Roof	12	6	37,068.00
95	26x47	Double Hip-Roof	10	6	46,788.00
96	26x47	Double Hip-Roof	12	6	48,300.00
97	30x50	Double Hip-Roof	10	6	46,788.00
98	30x50	Double Hip-Roof	12	6	48,300.00
99	28x53	Double Hip-Roof	10	6	50,820.00
100	28x53	Double Hip-Roof	12	6	52,548.00
101	29x58	Double Hip-Roof	10	6	49,620.00
102	29x58	Double Hip-Roof	12	6	52,548.00
103	30x60	Double Hip-Roof	10	6	49,620.00
104	30x60	Double Hip-Roof	12	6	52,548.00
105	27x74	Double Hip-Roof	12	6	73,411.00
106	28x59	Double Hip-Roof	12	6	52,548.00
107	20x80	Double Hip-Roof	12	6	75,000.00
108	30x80	Double Hip-Roof	12	6	77,220.00

	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Interconnected</u> <u>Quad-lineal Hip-Roof outdoor fabric</u> <u>structure (Specified Fabric - HDPE</u> <u>Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	
109	30x160	Quad-lineal Hip-Roof	12	10	141,000.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Quad Hip-Roof</u> <u>outdoor fabric structure (Specified Fabric -</u> <u>HDPE Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	
110	36x36	Quad Hip-Roof	12	9	45,390.00
111	34x39	Quad Hip-Roof	10	9	39,468.00
112	34x39	Quad Hip-Roof	12	9	45,390.00
113	40x40	Quad Hip-Roof	10	9	39,468.00
114	40x40	Quad Hip-Roof	12	9	45,390.00
115	36x54	Quad Hip-Roof	10	9	55,500.00
116	36x54	Quad Hip-Roof	12	9	62,856.00
117	38x55	Quad Hip-Roof	10	9	55,500.00
118	38x55	Quad Hip-Roof	12	9	62,856.00
119	40x50	Quad Hip-Roof	10	9	55,500.00
120	40x50	Quad Hip-Roof	12	9	58,044.00
121	40x60	Quad Hip-Roof	10	9	65,400.00
122	40x60	Quad Hip-Roof	12	9	65,400.00
123	50x50	Quad Hip-Roof	10	9	86,750.00
124	50x50	Quad Hip-Roof	12	9	89,976.00
125	50x60	Quad Hip-Roof	10	9	89,520.00
126	50x60	Quad Hip-Roof	12	9	91,536.00
127	56x59	Quad Hip-Roof	10	9	92,124.00
128	56x59	Quad Hip-Roof	12	9	95,988.00
129	60x60	Quad Hip-Roof	10	9	92,124.00
130	60x60	Quad Hip-Roof	12	9	95,988.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Peak-Roof</u> <u>Triangle outdoor fabric structure</u> <u>(Specified Fabric - HDPE Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	
131	27	Peak-Roof Triangle	12	3	20,916.00
132	30	Peak-Roof Triangle	12	3	21,468.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Peak-Roof</u> <u>Hexagon outdoor fabric structure</u> <u>(Specified fabric - HDPE Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	
133	38	Peak-Roof Hexagon	12	6	40,200.00
134	40	Peak-Roof Hexagon	12	6	41,100.00
135	50	Peak-Roof Hexagon	12	7	58,890.00
136	52	Peak-Roof Hexagon	12	7	61,656.00
137	55	Peak-Roof Hexagon	12	7	64,536.00
138	60	Peak-Roof Hexagon	12	7	67,584.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> <u>Free-form Tri-</u> <u>sail outdoor fabric structure (Specified</u> <u>Fabric - HDPE Shadesure®)</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT</u> <u>(FEET)</u>	<u>TOTAL</u> <u>NUMBER OF</u> <u>UPRIGHT</u> <u>POSTS</u>	
139	18	Single Free-form Tri-Sail	10 & 14	3	17,460.00
140	(2) 18	Double Free-form Tri-Sail	10 & 14	4	23,220.00
141	(3) 18	Triple Free-form Tri-Sail	10 & 14	5	36,216.00

	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> Hip-roof Tri-truss Cantilever outdoor fabric structure (Specified Fabric - HDPE Shadesure®)	<u>MAXIMUM OPENING HEIGHT (FEET)</u>	<u>TOTAL NUMBER OF UPRIGHT POSTS</u>	
142	20x30	Single Hip-Roof 20' Cantilever	10	2	43,344.00
143	30x40	Double Hip-Roof 20' Cantilever	10	2	64,380.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> Peak-Roof Multi-Layered outdoor fabric structure (Specified fabric HDPE Shadesure®)	<u>MAXIMUM OPENING HEIGHT (FEET)</u>	<u>TOTAL NUMBER OF UPRIGHT POSTS</u>	
144	30x30	Single Peak-Roof	10	4	38,400.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> Hip-Roof outdoor Waterproof fabric structure (Specified Fabric - PVC Ferrari®502/Ferrari®702)	<u>MAXIMUM OPENING HEIGHT (FEET)</u>	<u>TOTAL NUMBER OF UPRIGHT POSTS</u>	
146	30x30	Hip-Roof Waterproof	12	4	45,360.00
147	30x60	Double Hip-Roof Waterproof	12	6	86,114.00
	<u>SIZE (FEET)</u>	<u>DESCRIPTION</u> Arched-Roof Waterproof Walkway Cantilever outdoor fabric structure (Specified Fabric - PVC Ferrari®1002T2)	<u>MAXIMUM OPENING HEIGHT (FEET)</u>	<u>TOTAL NUMBER OF UPRIGHT POSTS</u>	
148	10x20	Single Arched-Roof Waterproof Cantilever	10	2	26,400.00
149	10x40	Double Arched-Roof Waterproof Cantilever	10	3	43,200.00
150	10x60	Triple Arched-Roof Waterproof Cantilever	10	4	62,400.00
		ADDITIONAL ITEMS			
		Optional Product:			
151		Steel Post, 10' eave height			2,400.00
152		Steel Post, 12' eave height			2,820.00
153		Cable, per linear foot			2.40
154		UV Shade Fabric (Shadesure®), Retail per square foot			4.80
155		UV Shade Fabric (Shadesure®) Replacement, per square foot			4.20
		Custom Product:			
		Custom UV Shade Fabric Structures (Specified Fabric - HDPE Shadesure®), range per square foot			
156	1 to 2,000 SQ.		Per Engineering	Per engineering	40 to 75
157	2,001 to 5,000 SQ.		Per Engineering	Per engineering	35 to 65
158	5,001 to 10,000 SQ		Per Engineering	Per engineering	35 to 65
159	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 60
160	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 55
161	40,001 to 60,000 SQ		Per Engineering	Per engineering	30 to 55
		Custom Waterproof Fabric Structures (Specified Fabric - Patio500®), range per square foot			
162	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
163	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 75

164	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
165	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
166	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
167	40,001 to 60,000 SQ		Per Engineering	Per engineering	30 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®502), range per square foot			
168	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
169	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 75
170	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
171	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
172	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
173	40,001 to 60,000 SQ		Per Engineering	Per engineering	30 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®702), range per square foot			
174	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
175	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 80
176	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
177	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
178	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
179	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1002T2), range per square foot			
180	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 85
181	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 80
182	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 75
183	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 70
184	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 65
185	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 65
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1202T2), range per square foot			
186	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 90
187	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 85

188	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 80
189	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 75
190	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 70
191	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1302T2), range per square foot			
192	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 90
193	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 85
194	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 80
195	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 75
196	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 70
197	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PVC Ferrari®1502T2), range per square foot			
198	1 to 2,000 SQ.		Per Engineering	Per engineering	50 to 95
199	2,001 to 5,000 SQ.		Per Engineering	Per engineering	45 to 90
200	5,001 to 10,000 SQ		Per Engineering	Per engineering	40 to 85
201	10,001 to 25,000 SQ		Per Engineering	Per engineering	35 to 80
202	25,001 to 40,000 SQ		Per Engineering	Per engineering	30 to 75
203	40,001 to 60,000 SQ		Per Engineering	Per engineering	25 to 70
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE Sheerfill®II), range per square foot			
204	1 to 2,000 SQ.		Per Engineering	Per engineering	75 to 120
205	2,001 to 5,000 SQ.		Per Engineering	Per engineering	70 to 115
206	5,001 to 10,000 SQ		Per Engineering	Per engineering	65 to 110
207	10,001 to 25,000 SQ		Per Engineering	Per engineering	60 to 105
208	25,001 to 40,000 SQ		Per Engineering	Per engineering	55 to 100
209	40,001 to 60,000 SQ		Per Engineering	Per engineering	50 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE Sheerfill®IVA), range per square foot			
210	1 to 2,000 SQ.		Per Engineering	Per engineering	65 to 120
211	2,001 to 5,000 SQ.		Per Engineering	Per engineering	65 to 115

212	5,001 to 10,000 SQ		Per Engineering	Per engineering	60 to 110
213	10,001 to 25,000 SQ		Per Engineering	Per engineering	55 to 105
214	25,001 to 40,000 SQ		Per Engineering	Per engineering	50 to 100
215	40,001 to 60,000 SQ		Per Engineering	Per engineering	45 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - PTFE Sheerfill®V), range per square foot			
216	1 to 2,000 SQ.		Per Engineering	Per engineering	65 to 120
217	2,001 to 5,000 SQ.		Per Engineering	Per engineering	65 to 115
218	5,001 to 10,000 SQ		Per Engineering	Per engineering	60 to 110
219	10,001 to 25,000 SQ		Per Engineering	Per engineering	55 to 105
220	25,001 to 40,000 SQ		Per Engineering	Per engineering	50 to 100
221	40,001 to 60,000 SQ		Per Engineering	Per engineering	45 to 95
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® 3T40), range per square foot			
222	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145
223	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
224	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
225	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
226	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 120
227	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® VG0180), range per square foot			
228	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145
229	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
230	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
231	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
232	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 130
233	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		Custom Waterproof Fabric Structures (Specified Fabric - Expanded ePTFE Gore™ Tenara® VG0181), range per square foot			
234	1 to 2,000 SQ.		Per Engineering	Per engineering	85 to 145

235	2,001 to 5,000 SQ.		Per Engineering	Per engineering	80 to 140
236	5,001 to 10,000 SQ		Per Engineering	Per engineering	75 to 135
237	10,001 to 25,000 SQ		Per Engineering	Per engineering	70 to 130
238	25,001 to 40,000 SQ		Per Engineering	Per engineering	65 to 120
239	40,001 to 60,000 SQ		Per Engineering	Per engineering	60 to 115
		ADDITONAL SERVICES			
240		Replacement UV Shade (Shadesure®) Fabric detachment trip charge, range per project			750 to 1,500/hour
241		Replacement UV Shade (Shadesure®) Fabric attachment trip charge, range per project			750 to 1,500/hour
242		Assembly, range per square foot			12 to 50
243		Demolition fee, range per project			750 to 1,500/hour
244		Demolition fee, per hour			1,000.00
245		Conceptual drawings, range per job			750 to 5,000
246		Project Management Fee, range per project			750 to 1,500/hour
247		Custom Engineering, range per project			280 to 350 / hour
248		Custom Engineering, per hour			450.00
249		Architect fees, range per project			10% to 40% of unit price
250		Architect Fees, per hour			300.00
251		Architect of Record Fee, range per project			10% to 20% of unit price
252		DSA fees, range per project			2% to 40% of unit price
253		Site Survey fee, range per project			750 to 10,000
254		Concrete Cutting, per core			250.00
255		Limited Accessibility Fees, range per project			5% to 20% of unit price
256		Shoring, per lineal foot			200.00
257		Limited/no Bobcat Accessibility, range per project			5% to 20% of unit price
258		Limited/no Concrete Truck Accessibility, range per project			5% to 20% of unit price
259		Special Equipment, range per project			5% to 20% of unit price
260		Annual Maintenance Inspection Program, per annum			500.00
261		Annual Maintenance Training Program, per Seminar			100.00
262		Logos, range per project			500 to 2,500/logo
263		Site Specific Renderings, range per project			500 to 2,500
264		Regular Working Hours, per hour			350.00
265		Overtime Wage, per hour			500.00
266		Stop Work Order, per hour			500.00
267		Temporary Snow Fencing, range per project			5% to 7% of unit price
268		Temporary Chain-link fencing, range per project			5% to 13% of unit price
269		Powdura® Epoxy Primer Powder Coat, % range per project			Add 5% to unit cost
270		Dirt Removal, per hole			250 to 500

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

USA SHADE & FABRIC STRUCTURES, INC.

Bid No. 0708-13 – Shade Structures called for an original contract period of July 1, 2007 through June 30, 2008, with an option to extend the contract in four (4) one-year renewal periods at the option of the Board of Trustees not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with USA Shade & Fabric Structures, Inc., pursuant to Bid No. 0708-13, shall be amended to remove the “piggyback” clause from the terms and conditions and shall be extended an additional 12 months, for the period July 1, 2009 through June 30, 2010, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

USA Shade & Fabric Structures, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-18 – FROZEN FOOD PRODUCTS – GOLD STAR FOODS FOR 2009/10**

BACKGROUND INFORMATION

At the March 10, 2008, Board meeting, Bid No. 0708-18 – Frozen Food Products was awarded to Gold Star Foods for the 2007/08 school year. This bid called for the original contract term of March 11, 2008 through June 30, 2008, with two (2) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 24 months, as allowed by California Education Code 17596.

At the May 12, 2008, meeting, the Board exercised the option to extend the contract for the renewal period of July 1, 2008 through June 30, 2009 with slight price increases. The terms and conditions remained the same as the original agreement.

The approximate expenditures to date under this contract for Frozen Food Products districtwide total \$698,639.14 for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-18 – Frozen Food Products for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Gold Star Foods will extend the contract for the next 12 months at the prices shown in Exhibit B. The prices have increased due to the world wide spiraling cost of food, supported by the U.S. Department of Consumer Price Index showing a 3.53% increase since this time last year. All terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Gold Star Foods for the period July 1, 2009 through June 30, 2010.

Extension of Bid No. 0708-18 – Frozen Food Products

Gold Star Foods for 2009/10

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-18 - Frozen Food Products to Gold Star Foods, for the second renewal term of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

BOARD OF
TRUSTEES

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Mr. George Thorsen
Chief Executive Officer
Gold Star Foods
2652 Long Beach Ave.
Los Angeles, CA 90058

Subject: Bid No. 0708-18 – Frozen Food Products

Dear Mr. Thorsen:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Dawn Davey, Director, Food & Nutrition Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimate Yearly Usage	Unit Bid Price
	Frozen				By Case	
1	87020	Bagel, Sliced Blueberry Bulk Pack	72/3 oz	Burry	700	19.19
2	87014	Bagel, Sliced Plain Bulk Pack	72/3 oz	Burry	2500	17.48
3	19232	Bagel, White Wheat	72/2.3 oz	Tony Roberts	300	19.71
4	6185	Biscuit, 3 " Old South Butter	100/2.25 oz	Bridgeford	20	22.82
5	61131	Breakfast Break Mini Pancake	48 count	Eastside	300	48.05
6	10300CN	Burrito, Bean & Cheese, Ind Wrap	72/4 oz	Los Cabos	100	25.25
7	43045	Burrito, Combo, Ind. Wrap	72/6.61 oz	Jose Ole	20	38.82
8	98878	Burrito, Egg, Cheese Sausage, Potato, Ind. Wrap	96/3.2 oz	Los Cabos	10	38.26

Bid Form and Agreement 12

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimate Yearly Usage	Unit Bid Price
	Frozen				By Case	
9	03-17691	Burrito, El Extremo CN Combo Beef & Bean Ind.Wrap	72/5.95 oz.	Gilardi Foods	133	37.65
10	03-17684	Burrito, El Extremo CN Fiesta Bean, Ind. Wrap	72/7 oz	Gilardi Foods	200	37.74
11	43000	Burrito, Fiesta Bean, Cheese Ind. Wrap	72/7.41	Jose Ole	600	33.64
12	64901	Burrito, Maria's Bean & Cheese, Ind. Wrap	72/5 oz	Maria's	187	33.53
13	71670	Burrito, Primo Ultimate Bean/Cheese, Ind. Wrap	64/7.1 oz	Los Cabos	700	40.00
14	71660	Burrito, Primo X-treme Ind. Wrap	96/5.75 oz	Los Cabos	100	45.24
15	6003 60003	Chicken Double Dogs	50/4 oz	Michael B's	1650	36.71
16	02019	Chow Mein with Sauce	13 lbs	Lings	400	16.72
17	69984W	Cookie, Fortune, Ind. Wrap	400 ct	Minh	10	23.64
18	12446	Corn Dog, CN, Wienerschnitzel	40/4 oz	Don Lee	900	13.99
19	08892	Fish, Rainbow Trout Melts	45/3.6 oz	Clear Springs	10	21.76
20	08877	Fish, X-streme Fish Hoagie	10#/ 3.5 oz	Clear Springs	10	24.47

Bid Form and Agreement 13

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimate Yearly Usage	Unit Bid Price
	Frozen				By Case	
21	1348648	Frank, 4:1, 6 inch	40 ea/cs	Hoffy	10	23.29
22	1825363	Frank, 6:1	60 ea/cs	Nathon	40	NO BID
23	2322949	Frank, 8:1	80 ea/cs	Hebrew National	10	NO BID.
24	622 (81096)	Frank, All Beef 8:1, 6 inch	80/cs	Farmland	50	20.06
25	6882	Frank, Turkey 8:1, 5 inch	10 lb cs (80 ea)	Valchris Farms	25	8.00
26	2125W	Fruit, Spectrum Blend	2/5 lb	Wowona	10	14.82
27	51271	Macaroni & Cheese	40/7 oz	Clovervale	400	27.36
28	741-8726 10365	Pancake, Buttermilk	144/1.25 oz	CMI	150	10.98
29	011323	Pancake, Chocolate Pods	60/1.9 oz	Simplot	10	29.88
30	2310	Pocket, Breakfast Cheese Pizza Ind. Wrap	96/2.3 oz	Nestle-Hand Held Chef	300	34.52
31	3300	Pocket, Pepperoni Pizza	24/4 oz	Chef America	200	16.82
32	09003	Pocket, Pizza, Sausage Pepperoni Stuffed, Ind. Wrap	12/6 oz	Chef America	1,000	13.27
33	0500	Pocket, Turkey Pepperoni Pizza CN	24/5 oz	Chef America	1,000	17.38
34	ROCB-20W	Rock & Roll Bar, Ind. Wrap	96/2.0 oz	Buena Vista	150	34.94

Bid Form and Agreement 14

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimate Yearly Usage	Unit Bid Price
	Frozen					
35	08558	Soup, Golden Broccoli and Cheese	3-4 lbs	Campbells	20 By Case	31.77
36	11836	Soup, Roasted Chicken Noodle	3-4 lbs	Campbells	50	33.45
37	05058	Soup, Tomato, Garden Vegetable w/Pasta	3-4 lbs	Campbells	20	27.45
38	69737	Sweet & Sour Sauce Packets	250/4 oz	Minh	10	18.06
39	554002	Taco Shell 5-1/8"	200 count	La Tapatia	167	13.38
40	TW777C	Taco, Soft Taco Twins	60 count	Michael B's	10	31.62
41	7062	Tortilla, Flour 2/pack	144/cs	Romero's	35	30.60
42	00253	Waffle Stix Whole Grain - Cinnamon Flavor	144/1.1 oz	Nestle-Hand Held Chef	20	22.70
43	00251	Waffle Stix, Whole Grain - Original Flavor	144/1.1 oz	Nestle-Hand Held Chef	900	22.70
Line #	Product Code	Product Description	Pack & Size	Commodity Processor No Substitution	Estimate Yearly Usage	Unit Bid Price
	Processed Commodities	Beef and Pork			By Case	
44	CNQ26225	Beef Patty, Char Broil	120/2 oz	Don Lee	853	13.79 +3.00
45	CNQ78120P	Sausage Patty, Pork	134/1 oz	Don Lee	1,043	9.95 +3.00

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Line #	Product Code	Product Description	Pack & Size	Commodity Processor No Substitution	Estimate Yearly Usage By Case	Unit Bid Price
	Processed Commodities	Beef and Pork				
46	CNQTD065	Beef Teriyaki Dunkers	10 lbs	Don Lee	200	12.50 +3.00
47	QCB655DL	Beef Donlean Cheesburger Twins, Ind. Wrap	72/cs	Don Lee	1,197	34.73 +3.00
48	CP-S135	Beef, Meatballs	2/6# bag	Kings Command	333	N/A.
49	03716	Grilled Honey Beef RibBQ	100/3.25	Pierre	1,750	24.98 +3.00
50	03727	Beef Teriyaki Dipper	400/7 oz	Pierre	133	18.90 +3.00
51	03755	Sausage Link, Pork	250/ 1.2 oz	Pierre	240	18.75 +3.00
52	03779	Beef & Onion Patty	135/ 2.6 oz	Pierre	1,113	17.99 +3.00
53	2031	Canadian Ham	25# cs	Jennie O	15	64.41 -17.25
54	2095	Sliced Combo Pack	12#	Jennie O	470	26.82 -7.20
55	2711-06	Turkey Bacon	12/50 ct	Jennie O	250	69.71 -4.52
56	8028	Turkey Ham, Fresh	2/6-7 #	Jennie O	250	2.01/lb -.71/lb.
57	8423 8483 TG	Turkey Breast, Sliced Roasted	6/2#	Jennie O	550	37.98 -8.28
58	02940	Pop Corn Chicken	1860/ .257 oz	Tyson	1,330	39.00 +3.25
59	03522	Fajita, Chicken Bulk Pack	277/ 2.3 oz	Tyson	23	67.88 +3.25

Line #	Product Code	Product Description	Pack & Size	Commodity Processor No Substitution	Estimate Yearly Usage By Case	Unit Bid Price
	Processed Commodities	Poultry				
60	03857	Krispy Krunchy Patty	144/ 3.4 oz	Tyson	1200	30.29 +3.25
61	03858	Krispy Krunchy Chunk	720/ .68 oz	Tyson	1,597	30.29 +3.25
62	03859	Krispy Krunchy Tender	432/ 1 oz	Tyson	150	31.12 +3.25
63	03860	Chicken Burger	174/ 2.78 oz	Tyson	700	40.82 +3.25
64	03929	Chicken, 8 piece cut Breaded		Tyson	233	27.50 +3.25
65	03931	Chicken, 8 piece cut up Oven Roasted Chicken		Tyson	10	31.25 +3.25
66	05567	Chicken Patty, Hot & Spicy	150/150/ 3.23 oz	Tyson	1,233	36.34 +3.25
67	05581	Chicken, Spicy Sticks	1248/ .38 oz	Tyson	120	38.53 +3.25
68	2154	Chicken Patty, Whole Grain	150/cs	Tyson	500	37.53 +3.25
	Processed Commodity	Italian Style Foods				
69	90165	Pizza, French Bread Cheese 7" Ind. Wrap	60/4.99	Ardella	1,133	47.27 -ADATE
70	90192	Pizza, Double Crust Pep Wedge Ind. Wrap	7s/cs	Ardella	10	53.27 -ADATE
71	CAC450WR CPAC450WR	Calzone, 3 Cheese Reduced Fat, Ind. Wrap	12/6 oz	Buena Vista	150	34.70.
72	CMC450WR CPMC450WR	Calzone, Pepperoni & Cheese Reduced Fat, Ind. Wrap		Buena Vista	500	40.22
73	CMC450WT CPMC450WT	Calzone, Pepperoni & Cheese Ind. Wrap	45/5	Buena Vista	50	35.06

Bid Form and Agreement 17

Line #	Product Code	Product Description	Pack & Size	Commodity Processor No Substitution	Estimate Yearly Usage By Case	Unit Bid Price
	Processed Commodities	Italian Style Foods				
75	78545	Pizza, Smart Galaxy Pepperoni, Ind. Wrap	72/cs	Tony's Schwanns	700	46.25 - REBATE
76	78626	Pizza, 6" French Bread Pepperoni Pizza	60/5.3 oz	Red Baron Schwanns	4,020	45.14 - REBATE
77	78628	Pizza, 6" French Bread Multi Cheese	60/4.18	Red Baron, Schwanns	900	44.68 - REBATE
78	78872	Pizza, Smart Whole Wheat 6" French Bread Cheese	60/cs	Tony's Schwanns	300	44.12 - REBATE
	Processed Commodity	Oriental Style Foods				
79	100012C	Mandarin Orange Chicken	13#	Lings	600	24.72 +3.00
	Processed Commodity	Potato/Fruit/Veg-Frozen				
80	0049	Triangle Hash Brown	6/5#	Ore Ida	4,427	17.68 -3.80
81	03762	3/8 Straight Cut Fry Ovation	6/5#	McCain	2,283	22.08 -3.80
	Processed Commodity	Breakfast Items				
82	35006W	Muffin, Blueberry, Ind. Wrap	48/3.5 oz	Buena Vista	25	31.68 -.49
83	35014W	Muffin, Sweet Potato	48/3.5 oz	Buena Vista	227	31.68 -.41 -.47
84	C25014W	Muffin, Sweet Potato Choc Chip, Ind. Wrap	2.5 oz	Bunea Vista	160	32.74 -.49 -.57

Line #	Product Code	Product Description	Pack & Size	Commodity Processor No Substitution	Estimate Yearly Usage By Case	Unit Bid Price
	Processed Commodities	Breakfast				
86	40066	French Toast Sticks	150/3 oz	Sunny Fresh	197	52.71 -3.79
87	6650	Peanut Butter & Grape Jelly Sandwich	72/ 2.80 oz	Smuckers	900	36.00 -6.48
88	6651	Peanut Butter & Jelly Sandwich	72/ 2.8 oz	Smuckers	70	36.00 -6.48
	Processed Commodity	Cookies				
89	9510WT	Chocolate Chip Reduced Fat Ind. Wrap	200/1 oz	Linda's (Buena Vista)	317	33.95 -0.07
90	9525W	Chocolate Chip Reduced Fat	75/2.5 oz	Linda's (Buena Vista)	9,060	28.97 -0.35 -0.22
	Processed Commodity	Cheese/Egg				
91	51271	Macaroni & Cheese	6/5#	Land O Lakes CLONALD	607	27.36
92	39929	Jalapeno Cheese Sauce Cup	140/cs	Land O Lakes	35	38.33 +3.00
93	44802	Mild Cheddar Cheese Portions	100/cs	Land O Lakes	100	11.09 +3.00
94	46255	Sliced Cheese	160/slice	Land O Lakes	25	15.15 +3.00
95	59701	String Cheese	160/1 oz	Land O Lakes	300	10.85 +3.00
96	40700S	Egg Patty, Grilled	300/1.25	Sunny Fresh	500	34.06 -5.94
97	50038	Pillow Pack Hard Cooked Egg	8/18 ct	Sunny Fresh	15	21.53 -4.74

Bid Form and Agreement 19



GOLD STAR FOODS

March 31, 2009

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

Re: Bid Renewal – Bid No. 0708-18 – Frozen Food Products

Dear Terry,

We have been in receipt of your letter of March 10th addressing the possible renewal of Bid No. 0708-18. Gold Star Foods would be honored to extend the term of this contract through June 30, 2010.

The distributor's landed costs on frozen food items are subject to change from year to year. As a member of the SUPER Commodity Cooperative, your district has direct access to those costs via the internet through D.J. Coops. It is, therefore, necessary that Gold Star Foods make only the adjustments to your bid costs in accordance with any changes [up or down] to our landed costs from the processors or manufacturers of the food products you wish to purchase for your child nutrition program. This method allows a clean audit trail for verification of changes by your district. We are enclosing a new price list reflecting those changes that will become effective July 1st.

Thank you for giving us the opportunity to renew our contract. Please call with any questions or comments that you may have.

Most Sincerely,

Sean Leer
V.P. Sales

PRICING RECAP
GOLD STAR FOODS
BID NO. 0708-18 FROZEN FOOD PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
	Frozen						
1	87020	Bagel, Sliced Blueberry Bulk Pack	72/3 oz	Burry	700	\$19.19	\$21.26
2	87014	Bagel, Sliced Plain Bulk Pack	72/3 oz	Burry	2500	\$17.48	\$18.57
3	19232	Bagel, White Wheat	72/2.3 oz	Tony Roberts	300	\$19.71	\$22.05
4	6185	Biscuit, 3 " Old South Butter	100/2.2 5 oz	Bridgeford	20	\$22.82	\$26.18
5	61131	Breakfast Break Mini Pancake	48 count	Eastside	300	\$48.05	Dscnt.
6	10300CN	Burrito, Bean & Cheese, Ind Wrap	72/4 oz	Los Cabos	100	\$25.25	\$26.49
7	43045	Burrito, Combo, Ind. Wrap	72/6.61 oz	Jose Ole	20	\$38.82	\$41.72
8	98878	Burrito, Egg, Cheese Sausage, Potato, Ind. Wrap	96/3.2 oz	Los Cabos	10	\$38.26	\$45.49
9	03-17691	Burrito, El Extremo CN Combo Beef & Bean Ind.Wrap	72/5.95 oz.	Gilardi Foods	133	\$37.65	\$40.42
10	03-17684	Burrito, El Extremo CN Fiesta Bean, Ind. Wrap	72/7 oz	Gilardi Foods	200	\$37.74	\$40.42

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
11	43000	Burrito, Fiesta Bean, Cheese Ind. Wrap	72/7.41	Jose Ole	600	\$33.64	\$38.29
12	64901	Burrito, Maria's Bean & Cheese, Ind. Wrap	72/5 oz	Maria's	187	\$33.53	\$38.29
13	71670	Burrito, Primo Ultimate Bean/Cheese, Ind. Wrap	64/7.1 oz	Los Cabos	700	\$40.00	\$47.13
14	71660	Burrito, Primo X-treme Ind. Wrap	96/5.75 oz	Los Cabos	100	\$45.24	\$49.97
15	6003	Chicken Double Dogs	50/4 oz	Michael B's	1650	\$36.71	\$38.06
16	02019	Chow Mein with Sauce	13 lbs	Lings	400	\$16.72	\$19.41
17	69984W	Cookie, Fortune, Ind. Wrap	400 ct	Minh	10	\$23.64	\$25.67
18	12446	Corn Dog, CN , Wienerschnitzel	40/4 oz	Don Lee	900	\$13.99	\$17.41
19	08892	Fish, Rainbow Trout Melts	45/3.6 oz	Clear Springs	10	\$21.76	\$22.56
20	08877	Fish, X-streme Fish Hoagie	10#/ 3.5 oz	Clear Springs	10	\$24.47	\$25.41
21	1348648	Frank, 4:1, 6 inch	40 ea/cs	Hoffy	10	\$23.29	\$23.29
22	1825363	Frank, 6:1	60 ea/cs	Nathon	40	No Bid	No Bid
23	2322949	Frank, 8:1	80 ea/cs	Hebrew National	10	No Bid	No Bid

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
24	622 (81096)	Frank, All Beef 8:1, 6 inch	80/cs	Farmland	50	\$20.06	\$20.06
25	6882	Frank, Turkey 8:1, 5 inch	10 lb cs (80 ea)	Valchris Farms	25	\$8.00	\$8.00
26	2125W	Fruit, Spectrum Blend	2/5 lb	Wowona	10	\$14.82	\$15.29
27	51271	Macaroni & Cheese	40/7 oz	Clovervale	400	\$27.36	\$24.30
28	741-8726	Pancake, Buttermilk	144/1.2 5 oz	CMI	150	\$10.98	\$15.54
29	011323	Pancake, Chocolate Pods	60/1.9 oz	Simplot	10	\$29.88	\$32.01
30	2310	Pocket, Breakfast Cheese Pizza Ind. Wrap	96/2.3 oz	Nestle-Hand Held Chef	300	\$34.52	\$36.98
31	3300	Pocket, Pepperoni Pizza	24/4 oz	Chef America	200	\$16.82	\$17.87
32	09003	Pocket, Pizza, Sausage Pepperoni Stuffed, Ind. Wrap	12/6 oz	Chef America	1,000	\$13.27	Dscnt.
33	0500	Pocket, Turkey Pepperoni Pizza CN	24/5 oz	Chef America	1,000	\$17.38	\$18.61
34	ROCB-20W	Rock & Roll Bar, Ind. Wrap	96/2.0 oz	Buena Vista	150	\$34.94	\$36.45
35	08558	Soup, Golden Broccoli and Cheese	3-4 lbs	Campbells	20	\$31.77	\$33.95
36	11836	Soup, Roasted Chicken Noodle	3-4 lbs	Campbells	50	\$33.45	\$34.97

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
37	05058	Soup, Tomato, Garden Vegetable w/Pasta	3-4 lbs	Campbells	20	\$27.45	\$29.15
38	69737	Sweet & Sour Sauce Packets	250/4 oz	Minh	10	\$12.06	\$13.04
39	554002	Taco Shell 5-1/8"	200 count	La Tapatia	167	\$13.38	\$17.01
40	TW777C	Taco, Soft Taco Twins	60 count	Michael B's	10	\$31.62	\$45.69
41	7062	Tortilla, Flour 2/pack	144/cs	Romero's	35	\$30.60	\$32.61
42	00253	Waffle Stix Whole Grain – Cinnamon Flavor	144/1.1 oz	Nestle-Hand Held Chef	20	\$22.70	\$24.32
43	00251	Waffle Stix, Whole Grain – Original Flavor	144/1.1 oz	Nestle-Hand Held Chef	900	\$22.70	\$24.32
	Processed Commodity	Beef and Pork					
44	CNQ26225	Beef Patty, Char Broil	120/2 oz	Don Lee	853	\$13.79 +\$3.00*	\$14.52 +\$3.25*
45	CNQ78120P	Sausage Patty, Pork	134/1 oz	Don Lee	1,043	\$9.95 +\$3.00*	\$9.95 +\$3.25*
46	CNQTD065	Beef Teriyaki Dunkers	10 lbs	Don Lee	200	\$12.50 +\$3.00*	\$13.20 +\$3.25*
47	QCB655DL	Beef Donlean Cheesburger Twins, Ind. Wrap	72/cs	Don Lee	1,197	\$34.73 +\$3.00*	\$38.85 +\$3.25*

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
48	CP-S135	Beef, Meatballs	2/6# bag	Kings Command	333	N/A	N/A
49	03716	Grilled Honey Beef RibBQ	100/3.25	Pierre	1,750	\$24.98 +\$3.00*	\$24.98 +\$3.25*
50	03727	Beef Teriyaki Dipper	400/7 oz	Pierre	133	\$18.90 +\$3.00*	\$18.90 +\$3.25*
51	03755	Sausage Link, Pork	250/1.2 oz	Pierre	240	\$18.75 +\$3.00*	\$20.81 +\$3.25*
52	03779	Beef & Onion Patty	135/2.6 oz	Pierre	1,113	\$17.99 +\$3.00*	\$17.99 +\$3.25*
53	2031	Canadian Ham	25# cs	Jennie O	15	\$64.41 -\$17.25**	\$72.06 -\$17.25**
54	2095	Sliced Combo Pack	12#	Jennie O	470	\$26.82 -\$7.20**	\$30.35 -\$7.20**
55	2711-06	Turkey Bacon	12/50 ct	Jennie O	250	\$69.71 -\$4.52**	\$87.70 -\$4.52**
56	8028	Turkey Ham, Fresh	2/6-7 #	Jennie O	250	\$2.01/lb -\$0.71/lb**	\$2.24/lb -\$0.71/lb**
57	8483	Turkey Breast, Sliced Roasted	6/2#	Jennie O	550	\$37.98 -\$8.28**	\$42.02 -\$8.28**
58	02940	Pop Corn Chicken	1860/.257 oz	Tyson	1,330	\$39.00 +\$3.25*	\$41.10 +\$3.25*
59	03522	Fajita, Chicken Bulk Pack	277/2.3 oz	Tyson	23	\$67.88 +\$3.25*	\$69.48 +\$3.25*
	Processed Commodity	Poultry					
60	03857	Krispy Krunchy Patty	144/3.4 oz	Tyson	1200	\$30.29 +\$3.25*	\$33.66 +\$3.25*
61	03858	Krispy Krunchy Chunk	720/.68 oz	Tyson	1,597	\$30.29 +\$3.25*	\$33.66 +\$3.25*

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
62	03859	Krispy Krunchy Tender	432/ 1 oz	Tyson	150	\$31.12 +\$3.25*	\$33.66 +\$3.25*
63	03860	Chicken Burger	174/ 2.78 oz	Tyson	700	\$40.82 +\$3.25*	\$46.67 +\$3.25*
64	03929	Chicken, 8 piece cut Breaded		Tyson	233	\$27.50 +\$3.25*	\$31.25 +\$3.25*
65	03931	Chicken, 8 piece cut up Oven Roasted Chicken		Tyson	10	\$31.25 +\$3.25*	\$33.75 +\$3.25*
66	05567	Chicken Patty, Hot & Spicy	150/150 /3.23 oz	Tyson	1,233	\$36.34 +\$3.25*	\$39.06 +\$3.25*
67	05581	Chicken, Spicy Sticks	1248/ .38 oz	Tyson	120	\$38.53 +\$3.25*	\$42.39 +\$3.25*
68	2154	Chicken Patty, Whole Grain	150/cs	Tyson	500	\$37.53 +\$3.25*	\$39.42 +\$3.25*
	Processed Commodity	Italian Style Foods					
69	90165	Pizza, French Bread Cheese 7" Ind. Wrap	60/4.99	Ardella	1,133	\$47.27 Rebate	\$52.53 Rebate
70	90192	Pizza, Double Crust Pep Wedge Ind. Wrap	7s/cs	Ardella	10	\$53.27 Rebate	\$61.06 Rebate
71	CPCAC450 WR	Calzone, 3 Cheese Reduced Fat, Ind. Wrap	12/6 oz	Buena Vista	150	\$34.70	\$49.67

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
72	CPCMC450 WR	Calzone, Pepperoni & Cheese Reduced Fat, Ind. Wrap		Buena Vista	500	\$40.22	\$45.78
73	CPCMC450 WT	Calzone, Pepperoni & Cheese Ind. Wrap	45/5	Buena Vista	50	\$35.06	N/A
74	78543	Pizza, Smart Galaxy Cheese Ind. Wrap	72/cs	Tony's Schwanns	3.077	No Bid	No Bid
75	78545	Pizza, Smart Galaxy Pepperoni, Ind. Wrap	72/cs	Tony's Schwanns	700	\$46.25 Rebate	\$49.25 Rebate
76	78626	Pizza, 6" French Bread Pepperoni Pizza	60/5.3 oz	Red Baron Schwanns	4,020	\$45.14 Rebate	\$49.35 Rebate
77	78628	Pizza, 6" French Bread Multi Cheese	60/4.18	Red Baron, Schwanns	900	\$44.68 Rebate	\$53.65 Rebate
78	78872	Pizza, Smart Whole Wheat 6" French Bread Cheese	60/cs	Tony's Schwanns	300	\$44.25 Rebate	Dscnt
	Processed Commodity	Oriental Style Foods					
79	100012C	Mandarin Orange Chicken	13#	Lings	600	\$24.72 +\$3.00*	\$26.00 +\$3.25*
	Processed Commodity	Potato/Fruit/Veg. Frozen					
80	0049	Triangle Hash Brown	6/5#	Ore Ida	4,427	\$17.68 -\$3.80**	\$17.40 -\$3.80**

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
81	03762	3/8 Straight Cut Fry Ovation	6/5#	McCain	2,283	\$22.08 -\$3.80**	\$18.75 -\$3.80**
	Processed Commodity	Breakfast Items					
82	35006W	Muffin, Blueberry, Ind. Wrap	48/3.5 oz	Buena Vista	25	\$31.68 -\$0.49**	\$33.94 -\$0.49**
83	35014W	Muffin, Sweet Potato	48/3.5 oz	Buena Vista	227	\$31.68 -\$0.41** -\$0.47**	\$33.94 -\$0.41** -\$0.47**
84	C25014W	Muffin, Sweet Potato Choc Chip, Ind. Wrap	2.5 oz	Bunea Vista	160	\$32.74 -\$0.49** -\$0.57**	\$35.07 -\$0.49** -\$0.57**
85	C35006W	Muffin, Blueberry, Ind. Wrap	3.5 oz	Buena Vista	370	No Bid	No Bid
86	40066	French Toast Sticks	150/3 oz	Sunny Fresh	197	\$52.71 -\$3.79**	\$62.46 -\$3.79**
87	6650	Peanut Butter & Grape Jelly Sandwich	72/ 2.80 oz	Smuckers	900	\$36.00 -\$6.48**	\$39.38
88	6651	Peanut Butter & Jelly Sandwich	72/ 2.8 oz	Smuckers	70	\$36.00 -\$6.48**	\$39.38
	Processed Commodity	Cookies					
89	9510WT	Chocolate Chip Reduced Fat Ind. Wrap	200/1 oz	Linda's (Buena Vista)	317	\$33.95 -\$0.03** -\$0.89**	\$35.27
90	9525W	Chocolate Chip Reduced Fat	75/2.5 oz	Linda's (Buena Vista)	9,060	\$28.94 -\$0.31** -\$0.29** -\$0.82**	\$30.06

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Est. Yrly Usage By Case	2008-2009 Unit Bid Price	2009-2010 Unit Bid Price
	Processed Commodity	Cheese/Egg					
91	51271	Macaroni & Cheese	6/5#	Cloverdale	607	\$27.36	\$25.67
92	39929	Jalapeno Cheese Sauce Cup	140/cs	Land O Lakes	35	\$38.33 +\$3.00*	\$43.58 -\$3.00**
93	44802	Mild Cheddar Cheese Portion	100/cs	Land O Lakes	100	\$11.09 +\$3.00*	Dscnt
94	46255	Sliced Cheese	160/slice	Land O Lakes	25	\$15.15 +\$3.00*	\$16.50 +\$3.00*
95	59701	String Cheese	160/1 oz	Land O Lakes	300	\$10.85 +\$3.00*	\$12.18 +\$3.00*
96	40700S	Egg Patty, Grilled	300/1.25	Sunny Fresh	500	\$34.06 -\$5.94**	\$45.10 -\$5.94**
97	50038	Pillow Pack Hard Cooked Egg	8/18 ct	Sunny Fresh	15	\$21.53 -\$4.74**	\$32.97 -\$4.74**

* Service Fee per Case on Processed Commodities

**Credit per Case on Raw Commodity Processor uses for Product Ordered

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
GOLD STAR FOODS

Bid No. 0708-018 – Frozen Food Products called for an original contract period of March 11, 2008 through June 30, 2008, with an option to extend the contract in two (2) one-year renewal periods at the option of the Board of Trustees not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Gold Star Foods, pursuant to Bid No. 0708-18, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on March 10, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Gold Star Foods

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-21 – GROCERY PRODUCTS
SYSCO FOOD SERVICES OF LOS ANGELES, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the May 12, 2008, Board meeting, a portion of Bid No. 0708-21 – Grocery Products was awarded to Sysco Food Services of Los Angeles, Inc. for the 2008/09 school year. This bid called for the original contract term of May 13, 2008 through May 12, 2009, with two (2) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 24 months, as allowed by California Education Code 17596.

The approximate expenditures to date under this contract for grocery products districtwide total \$32,415.36, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-21 – Grocery Products for the period May 13, 2009 through May 12, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Sysco Food Services of Los Angeles, Inc. will extend the contract for the next 12 months at the prices shown in Exhibit B. The prices have increased due to the world wide spiraling cost of food commodities supported by the U.S. Department of Labor Consumer Price Index showing a 3.53% increase since this time last year. All terms and conditions of the contract remain the same.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Sysco Food Services of Los Angeles, Inc. for the period May 13, 2009 through May 12, 2010.

Extension of Bid No. 0708-21 – Grocery Products
Sysco Food Services of Los Angeles, Inc. for 2009/10
May 11, 2009
Page 2

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-21 – Grocery Products with Sysco Food Services of Los Angeles, Inc., for the first renewal period of May 13, 2009 through May 12, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

BOARD OF TRUSTEES

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Mr. Bruce Clinkenbeard
Director Public Bids
Sysco Food Services of Los Angeles, Inc.
20701 East Currier Road
Walnut, CA 91789

Subject: Bid No. 0708-21 – Grocery Products

Dear Mr. Clinkenbeard:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 12, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period May 13, 2009 through May 12, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Dawn Davey, Director, Food & Nutrition Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
1	5017397	Basil Leaves Whole Sweet	1 5 lb Jar	Any Pac. 5 Pac	10	\$ 33.61
2	27810 9570631	BBQ Sauce Packets	200/12 gm 500/12 gm	PPT Hollens	800	\$ 9.84
* 3	4313235	Breadcrumbs, Italian	25 lb Bag	Any PROGRESSO	20	\$ 31.12
* 4	5049283	Breadcrumbs, Plain	15 lb Bag	Any SYSCO	10	\$ 12.49
* 5	4946562	Breadstick, Plain	250/2 pk	Any SYSCO	80	\$ 12.11
6	4065185 4065165	Cereal, Honey Nut Bulk Pack	4/39 oz	General Mills	10	\$ 42.19
7	11918 4044558	Cereal, Honey Nut Cheerios Bowl Pack	96/1 oz	General Mills	150	\$ 22.72

GROCERY
 BID NO. 0708-21

Food Services of L.A.
 101 E. Currier Rd., Walnut, CA 91702
 (909) 399-5959 Fax (909) 399-4246
 COMPANY NAME
 (909) 399-4000 Fax (909) 399-5059

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
21	6840224	Dressing, Ranch Creamy	60/1.5 oz	Best Foods	250	\$ 10.14
22	3727526	Dressing, Ranch Free	200/ 7/16 oz	Kraft	95	\$ 14.40
23	6059802	Dressing, Ranch Lite ORIGINAL	84/1.5 oz	Hidden Valley	100	\$ 17.51
24		Dressing, Sesame Oriental	60/1.5 oz	Marzetti	20	N/B
25	4018214	Garlic Powder	1/30 lb	Any McCORMICK	10	\$ 120.10
26	9184461	Jelly, Grape	6/#10 Can	Any SYSCO	10	\$ 40.83
27	1540 8206427	Ketchup Packets	1,000/ 9 gm	PPT HOLLANDS	1,000	\$ 13.90
28	7449051	Ketchup, Fancy Pouch Dispenser	2/1.5 Gal	Heinz	92	\$ 15.78
29	4005963	Ketchup, Pouch Fancy	6/#10	Heinz	39	\$ 18.10
30	9999293	Mayonnaise	4/1 gal	Any Chef Mike	10	\$ 29.89
31	6260509	Mayonnaise, Lite Packet	200/ 7/16 oz	Best Foods	400	\$ 16.96
32	05390 9005365	Mustard Packets	500/5.5 gm	PPT SYSCO	30	\$ 9.00
33		Noodle, Gourmet Crispy	250/.50 oz	Any	10	N/B
34		Oatmeal to Go, Apple Cinnamon	125 ct	Quaker	10	N/B

GROCERY
 BID NO. 0708-21

San Joaquin Public Bids / Int'l Sales
 Sysco Food Services of L.A.
 57701 E. Currier Rd., Walnut, CA 91772
 Phone 909-995-9395 x2346
 FAX 909-910-4032
 COMPANY NAME

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
35		Oatmeal to Go, Brown Sugar	125 ct	Quaker	10	N/B
36	1901 4726212	Onion, Dehydrated Chopped	1/15 lb	Pacific Spice 5X500	10	4366
37	4003232	Pan Coating	6/14 oz	Vegalene 5X500	10	19.08
38	7969946	Pasta Penne	2/10 lb	Any BARILLA	400	18.00
39	00499 3022894	Pop Tart, Blueberry Single	80 ct	Kellogge	150	22.35
40	08584 5318274	Pop Tart, Frosted Brown Sugar Single	80 ct	Kellogge	150	22.35
41	00498 2310217	Pop Tart, Strawberry Single	80 ct	Kellogge	150	22.35
42	250SG	Rice, Short Grain White	1/225 lb Bag	Any	100	N/B
43	ROCB- 20W	Roc n Roll Bar Individually Wrap	96/2.0 oz	Buena Vista	62	N/B
44	8423 4552	Salt	1/25 lb Bag	TruFlo 5X500	15	4.97
45	17340763	Soup Base, Chicken	1/25 lb	Any 5X500	10	52.68
46	3233974	Soup, Mega Noodle	12/50 oz	Campbells	100	39.20
47	5366315	Soy Sauce	500/9 gm	Any SANTA	40	7.65
48	5211552	Spaghetti Sauce, Marinara	6/#10 Can	Any ANGELINA MIA	10	23.68
49		Sugar, Powdered	1/25 lb Bag	Any 5X500	10	11.42

Bid Form & Agreement

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Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
50	5965850	Sugar, Packets	300/ 1/10 oz 3000 ct	Any 5X500	10	\$16.95
51	69737	Sweet & Sour Sauce Packet	250/4 oz	Minh	10	N/B
52	39520 9667093	Sweet Relish Packet	200/9 gm 500 ct	PPI HEINZ	12	\$23.60
53	13970 5185782	Syrup Pouch	100/1.5 oz	Madeira HOLLANDS Farms	750	\$5.85
54	41580	Taco Sauce Packet	500/9 gm	PPI	10	N/B
55	4122933	Taco Sauce Packet	500/ 1/3 oz	Heinz	40	\$23.32
56	43025	Taco Sauce Packet, Mild	1,000/2.28 oz	Jose Ole	600	N/B
* 57	554002 6609302	Taco Shel 5-1/8 inch	1/200 ct	La Tapatia CASA SOLANA	200	\$8.29
58	7062	Tortilla, Flour	2pk/144	Romero's	30	N/B

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within 7 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that

Good things
come from
Sysco

Sysco Los Angeles
20701 E. Currier Road
Walnut, CA 91789
T 909.595.9595
F 909.610.4033

sysco.com

April 9, 2009
Terry Fluent
Director, Purchasing
33122 Valle Road
San Juan Capistrano, Ca. 92675

Dear Ms. Fluent

Where ever possible we have tried to secure the best possible pricing from May 13, 2009 – May 12, 2010. If we have significant price increases during the course of the contract Sysco Los Angeles reserves the right to pass on that increase. We will use the same margins on the new cost as we used in computing the attached Quote. We will give you a 30 day written advance notice of any price changes. In the event that we have a price reduction of 10% or more we will also lower you pricing with the same margin as used in the attached. With the current market conditions of wheat, com, oils, sugar and other commodity items, we feel that this is in both our best interests. These items have not been at these high levels since the 1940's

Sysco Los Angeles does not allow any other school or public business to piggyback on contracts. All pricing submitted to Capistrano Unified School District is strictly for their usage only.

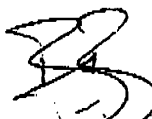
Sysco Los Angeles Payment terms are to be made within 30 days from date of invoice

Sysco Los Angeles thanks you for your business and looks forward to years of service to Capistrano Unified School District.

Sincerely



Bruce Clinkenbeard
Director of Public Bids
Sysco Food Services Of L A
20701 E Currier Rd Walnut Ca.91789
phone 909 595 9595 x2346
fax 909 610 4033



Brian Booher
Bid Specialist
SYSCO Food Services of L.A.
20701 E Currier Rd. Walnut, Ca. 91789
phone 909 595 9595 x2337
fax 909 610 4033

PRICING RECAP
 SYSCO FOOD SERVICES OF LOS ANGELES, INC.
 BID NO. 0708-21 GROCERY PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	2008-2009 Unit Price	2009-2010 Unit Price
3	4313235	Breadcrumbs, Italian	25 lb Bag	Progresso	20	\$31.12	\$33.61
4	5049283	Breadcrumbs, Plain	15 lb Bag	Sysco	10	\$12.49	\$13.06
5	4946562	Breadstick, Plain	250/2 pk	Sysco	80	\$12.11	\$14.37
13	3828472	Chili with Beans	6/#10 Can	Sysco	16	\$39.67	\$50.29
15	5293782	Crouton Seasoned Cube Individual Packets	250/.25 oz	Sysco	150	\$14.36	\$15.27
21	8846024	Dressing, Ranch Creamy	60/1.5 oz	Heinz	250	\$10.14	\$ 8.89
27	8206427	Ketchup Packets	1,000/9 gm	Hollens	1,000	\$13.90	\$15.06
49		Sugar, Powdered	1/25 lb Bag	Sysco	10	\$11.42	\$15.42
57	6009302	Taco Shell 5-1/8 inch	1/200 ct	Casa Solana	200	\$ 8.29	\$10.13

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYSCO FOOD SERVICES OF LOS ANGELES, INC.

Bid No. 0708-21 – Grocery Products called for an original contract period of May 13, 2008 through May 12, 2009, with an option to extend the contract in two (2) one-year renewal periods at the option of the Board of Trustees not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Sysco Food Services of Los Angeles, Inc., pursuant to Bid No. 0708-21, shall be extended an additional 12 months, for the period May 13, 2009, through May 12, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on May 12, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Sysco Food Services of Los Angeles, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-21 – GROCERY PRODUCTS
GOLD STAR FOODS FOR 2009/10**

BACKGROUND INFORMATION

At the May 12, 2008, Board meeting, a portion of Bid No. 0708-21 – Grocery Products was awarded to Gold Star Foods for the 2008/09 school year. This bid called for the original contract term of May 13, 2008 through May 12, 2009, with an option to extend the contract in two (2) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 24 months as allowed by California Education Code 17596.

The approximate expenditures to date under this contract for grocery products districtwide total \$5,589 for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-21 – Grocery Products for the period May 13, 2009 through May 12, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Gold Star Foods will extend the contract for the next 12 months at the prices shown in Exhibit B. The prices have increased due to the world wide spiraling cost of food commodities supported by the U.S. Department of Labor Consumer Price Index showing a 3.53% increase since this time last year. All terms and conditions of the contract remain the same.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Gold Star Foods for the period May 13, 2009 through May 12, 2010.

Extension of Bid No. 0708-21 – Grocery Products

Gold Star Foods for 2009/10

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-21 – Grocery Products with Gold Star Foods, for the first renewal period of May 13, 2009 through May 12, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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SUE PALAZZO

Ms. Tiffany Riad
Bid Specialist
Gold Star Foods
2652 Long Beach Ave.
Los Angeles, CA 90058

Subject: Bid No. 0708-21 – Grocery Products

Dear Ms. Riad:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 12, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period May 13, 2009 through May 12, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Dawn Davey, Director, Food & Nutrition Services

Serving the Southern California communities of

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EXHIBIT A

1 of 6

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CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by	Unit Bid Price
1		Basil Leaves Whole Sweet	1 5 lb Jar	Any	10	NO BID
2	PPI #27810	BBQ Sauce Packets	200/12 gm	PPI	800	\$8.16
3		Breadcrumbs, Italian	25 lb Bag	Any	20	NO BID
4		Breadcrumbs, Plain	15 lb Bag	Any	10	NO BID
5	Keebler #02380	Breadstick, Plain	250/2 pk	Any	80	\$41.74
6	Malt O Meal #91228	Cereal, Honey Nut Bulk Pack	<u>4/40oz</u>	General Mills	10	\$21.83
7	Malt O Meal #12436	Cereal, Honey Nut Cheerios Bowl Pack	<u>96/.88oz.</u>	General Mills	150	\$17.90

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by	Unit Bid Price
8	Malt O Meal #90728	Cereal, Raisin Bran	<u>4/40oz</u>	General Mills	10	\$18.12
9	29443	Cereal, Reduced Sugar Coca Puffs Bowl Pack	96/.88 oz	General Mills	150	\$27.88
10		Cereal, Reduced Sugar Honey Nut Cheerios Bowl Pack	96/.88 oz	General Mills		NO BID
11	29445	Cereal, Reduced Sugar Trix Bowl Pack	96/.88 oz	General Mills	150	\$27.88
12	11947	Cereal, Trix Bowl Pack	96/1 oz	General Mills	150	\$27.88
13	Libby #03125	Chili with Beans	6/#10 Can	Any	16	\$51.34
14		Cracker, Keebler Club	300/2 pk	Keebler	60	NO BID
15	Sugar Foods #73607 (381885)	Crouton Seasoned Cube Individual Packets	250/.25 oz	Any	150	\$16.56
16	#422	Dressing, Caesar	100/1.5oz	Naturally	20	\$15.05
17	Marzetti #82000	Dressing, Caesar Creamy	60/1.5 oz	Best Foods	40	\$10.88
18	Marzetti #81975	Dressing, Fat Free Italian	<u>60/1.5oz</u>	Taste Pleasers	20	\$7.88
19	PPI # 0008945	Dressing, Honey Mustard	100/1 oz	Taste Pleasers	20	\$14.94
20	Ken's # 394K	Dressing, Ranch Buttermilk	4/1 Gal	Kraft	50	\$26.25

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by	Unit Bid Price
21	Marzetti # 81992	Dressing, Ranch Creamy	<u>120/1.5 oz</u>	Best Foods	250	\$18.79
22		Dressing, Ranch Free	200/ 7/16 oz	Kraft	95	NO BID
23	Marzetti # 81978	Dressing, Ranch Lite	<u>60/1.5 oz</u>	Hidden Valley	100	\$10.61
24	81290	Dressing, Sesame Oriental	60/1.5 oz	Marzetti	20	\$10.98
25	Pacific Spice # 1946	Garlic Powder	<u>1/251b</u>	Any	10	NO BID
26	Lyons #139	Jelly, Grape	6/#10 Can	Any	10	\$41.15
27	PPI #1540	Ketchup Packets	1,000/ 9 gm	PPI	1,000	\$21.82
28	#515500	Ketchup, Fancy Pouch Dispenser	2/1.5 Gal	Heinz	92	\$16.90
29		Ketchup, Pouch Fancy	6/#10	Heinz	39	NO BID
30	Ventura #77041	Mayonnaise	4/1 gal	Any	10	\$30.83
31		Mayonnaise, Lite Packet	200/ 7/16 oz	Best Foods	400	NO BID
32	#05390	Mustard Packets	500/5.5 gm	PPI	30	\$7.20
33	Sugar Foods #43116	Noodle, Gourmet Crispy	250/.50 oz	Any	10	\$42.01
34		Oatmeal to Go, Apple Cinnamon	125 ct	Quaker	10	NO BID

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by	Unit Bid Price
35	Quaker # 43665	Oatmeal to Go, Brown Sugar	<u>48/1.5oz</u>	Quaker	10	NO BID
36	#1901	Onion, Dehydrated Chopped	1/15 lb	Pacific Spice	10	NO BID
37	Vegelene #14021	Pan Coating	6/14 oz	Vegalene	10	\$23.69
38	Costa # PEN20	Pasta Penne	2/10 lb	Any	400	\$14.24
39	Kellogg's #00499	Pop Tart, Blueberry Single	80 ct	Kelloggs	150	\$23.81
40	#08584	Pop Tart, Frosted Brown Sugar Single	80 ct	Kelloggs	150	\$23.81
41	#00498	Pop Tart, Strawberry Single	80 ct	Kelloggs	150	\$23.81
42	#250SG	Rice, Short Grain White	1/225 lb Bag	Any	100	\$11.62
43	ROCS-20W	Roc n Roll Bar Individually Wrap	96/2.0 oz	Buena Vista	62	\$35.36
44	8423	Salt	1/25 lb Bag	Tru Flo	15	NO BID
45		Soup Base, Chicken	1/25 lb	Any	10	NO BID
46	# 13512	Soup, Mega Noodle	12/50 oz	Campbells	100	\$42.71
47	Eastern Sun #36530	Soy Sauce	500/9 gm	Any	40	\$11.68
48	#822004	Spaghetti Sauce, Marinara	6/#10 Can	Any	10	\$23.94
49	Amalgamated #29235	Sugar, Powdered	1/25 lb Bag	Any	10	\$15.95

Bid Form & Agreement 4

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by	Unit Bid Price
50		Sugar, Packets	300/ 1/10 oz	Any	10	NO BID
51	69737	Sweet & Sour Sauce Packet	250/4 oz	Minh	10	\$12.98
52	39520	Sweet Relish Packet	200/9 gm	PPI	12	\$8.88
53	13970	Syrup Pouch	100/1.5 oz	Madeira	750	\$10.59
54	41580	Taco Sauce Packet	500/9 gm	PPI	10	\$12.30
55		Taco Sauce Packet	500/ 1/3 oz	Heinz	40	NO BID
56	43025	Taco Sauce Packet, Mild	1,000/2.28 oz	Jose Ole	600	\$17.00
57	554002	Taco Shel 5-1/8 inch	1/200 ct	La Tapatia	200	\$15.36
58	7062	Tortilla, Flour	2pk/144	Romero's	30	\$32.64

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within 7 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that



GOLD STAR FOODS

March 31, 2009

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

Re: Bid Renewal – Bid No. 0708-21 – Grocery Products

Dear Terry,

We are in receipt of your letter of March 10th addressing the possible renewal of Bid No. 0708-21 for the delivery of grocery products to the Capistrano Unified School District. Gold Star Foods would like to accept the offer to renew and extend our contract through June 30, 2010.

We have received numerous price increase requests from the vendors we use in the purchase of the grocery products sold to your district. The enclosed price list will show the landed new costs to your district in accordance with the terms and conditions of our bid. Some prices increased, some prices decreased, and some stayed the same. We have not taken a “blanket” across the board increase. We have simply passed along increases that we cannot absorb for the next school year.

Please carefully review the enclosed documents and call with any questions or comments that you may have. We will look forward to working with the staff of the child nutrition department again in the 2009/2010 school year.

Most Sincerely,

Sean Leer
V.P. Sales

PRICING RECAP
 GOLD STAR FOODS 2009-2010
 BID 0708-21 – GROCERY PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	2008-2009 Unit Price	2009-2010 Unit Price
6	Malt O Meal #91228	Cereal, Honey Nut Bulk Pack	4/40 oz	General Mills	10	\$21.83	\$26.75
8	4326658	Cereal, Raisin Bran	4/56 oz	General Mills	10	\$18.12	Discontinued
18	Marzetti	Dressing, Fat Free Italian	60/1.5oz	Taste Pleasers	20	\$ 7.88	\$11.49
20	Ken's #394K	Dressing, Ranch Buttermilk	4/1 Gal	Kraft	50	\$26.75	\$29.75
33	Sugar Foods #43116	Noodle, Gourmet Crispy	250/.50 oz	Any	10	\$42.01	\$43.75
38	Costa #PEN20	Pasta Penne	2/10 lb	Any	400	\$14.24	\$16.75
42	250SG	Rice, Short Grain White	1/225 lb Bag	Any	100	\$11.62	\$19.59
43	ROCB-20W	Roc n Roll Bar Individually Wrap	96/2.0 oz	Buena Vista	62	\$35.36	\$35.36

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS

Bid No. 0708-21 – Grocery Products called for an original contract period of May 13, 2008 through May 12, 2009, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Gold Star Foods, pursuant to Bid No. 0708-21, shall be extended an additional 12 months, for the period May 13, 2009, through May 12, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on May 12, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Gold Star Foods

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-21 – GROCERY PRODUCTS
A&R WHOLESALE DISTRIBUTORS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the May 12, 2008, Board meeting, a portion of Bid No. 0708-21 – Grocery Products was awarded to A&R Wholesale Distributors, Inc. for the 2008/09 school year. This bid called for the original contract term of May 13, 2008 through May 12, 2009, with two (2) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 24 months, as allowed by California Education Code 17596.

The approximate expenditures to date under this contract for grocery products districtwide total \$14,616.65, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-21 – Grocery Products for the period May 13, 2009 through May 12, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

A&R Wholesale Distributors, Inc., will extend the contract for the next 12 months at the prices shown in Exhibit B. The prices have increased due to the world wide spiraling cost of food commodities supported by the U.S. Department of Labor Consumer Price Index showing a 3.53% increase since this time last year. All terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and A&R Wholesale Distributors, Inc. for the period May 13, 2009 through May 12, 2010.

**Extension of Bid No. 0708-21 – Grocery Products
A&R Wholesale Distributors, Inc. for 2009/10**
May 11, 2009
Page 2

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-21 – Grocery Products with A&R Wholesale Distributors, Inc., for the first renewal period of May 13, 2009 through May 12, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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SUE PALAZZO

Mr. Russell Erwin
Key Account Manager
A&R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA 92807

Subject: Bid No. 0708-21 – Grocery Products

Dear Mr. Erwin:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 12, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period May 13, 2009 through May 12, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Dawn Davey, Director, Food & Nutrition Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
1		Basil Leaves Whole Sweet	1.5 lb Jar 24/02	Any PACIFIC SPICE	10	5.61
2	27810	BBQ Sauce Packets	200/12 gm	PPI	800	1.94
3		Breadcrumbs, Italian	25 lb Bag	Any	20	N/B
4		Breadcrumbs, Plain	15 lb Bag	Any	10	N/B
5		Breadstick, Plain	250/2 pk	Any	80	N/B
6	4065185	Cereal, Honey Nut Bulk Pack	4/39 oz	General Mills	10	N/B
7	11918	Cereal, Honey Nut Cheerios Bowl Pack	96/1 oz	General Mills	150	21.67

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
8	4326658	Cereal, Raisin Bran	4/56 oz	General Mills	10	N/B
* 9	29443	Cereal, Reduced Sugar Coca Puffs Bowl Pack	96/.88 oz	General Mills	150	21 ⁶⁷
* 10	041894	Cereal, Reduced Sugar Honey Nut Cheerios Bowl Pack	96/.88 oz	General Mills		21 ⁶⁷
* 11	29115	Cereal, Reduced Sugar Trix Bowl Pack	96/.88 oz	General Mills	150	21 ⁶⁷
* 12	11947	Cereal, TrixBowl Pack	96/1 oz	General Mills	150	21 ⁶⁷
13		Chili with Beans	6/#10 Can	Any	16	N/B
* 14	080527	Cracker, Keebler Club	300/2 pk 500/2 PK	Keebler	60	8 ⁸¹
15	73607	Crouton Seasoned Cube Individual Packets	250/.25 oz	Any SUNAR FOODS	150	16 ³⁶
* 16	1F961	Dressing, Caesar	100/1.5 oz 60/1.5 oz	Naturally Fresh TP GOURMET	20	11 ⁸⁸
* 17	82000 1F961	Dressing, Caesar Creamy	60/1.5 oz	Best Foods MARZETTI TP GOURMET	40	10 ⁴³ 11 ⁸⁸
18	1K984	Dressing, Fat Free Italian	100/1.5 oz	Taste Pleasers	20	12 ⁹⁹
19	8945	Dressing, Honey Mustard	100/1 oz	Taste Pleasers	20	12 ⁶⁹
20	51470	Dressing, Ranch Buttermilk	4/1 Gal	Kraft MARZETTI	50	26 ⁴⁸

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
21	22984 81992	Dressing, Ranch Creamy	60/1.5 oz 100/1.5 oz 120/1.5 oz	Best Foods TP EQUIPMENT MARZETTI	250	17 ⁴² 18 ²⁴
22	1A810	Dressing, Ranch Free	200/7/16 oz 200/12 oz	Kraft PPI	95	11 ¹¹
* 23	81978 1A984	Dressing, Ranch Lite	84/1.5 oz 60/1.5 100/1.5	Hidden Valley MARZETTI TP EQUIPMENT	100	10 ²¹ 17 ²³
* 24	81290	Dressing, Sesame Oriental	60/1.5 oz	Marzetti	20	10 ⁴⁸
* 25		Garlic Powder	1/30 lb 6/52 lb	Any PACIFIC SPICE	10	88 ²³
26		Jelly, Grape	6/#10 Can	Any	10	N/B
27	1540	Ketchup Packets	1,000/ 9 gm	PPI	1,000	18 ⁹⁷
28		Ketchup, Fancy Pouch Dispenser	2/1.5 Gal	Heinz	92	N/B
* 29		Ketchup, Pouch Fancy	6/#10	Heinz MISSISSIPPI PRIDE	39	17 ¹²
30	77041	Mayonnaise	4/1 gal	Any CHIEFS PRIDE	10	28 ⁷⁷
* 31	97810	Mayonnaise, Lite Packet	200/7/16 oz 200/12 oz	Best Foods PPI	400	10 ⁷⁹
* 32	05390 7605390	Mustard Packets	500/5.5 gm	PPI AMERICAN	30	5 ⁰⁹
33		Noodle, Gourmet Crispy	250/.50 oz	Any	10	N/B
* 34	43984	Oatmeal to Go, Apple Cinnamon	125 ct	Quaker	10	25 ⁸⁷

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
* 35	43947	Oatmeal to Go, Brown Sugar	125 ct	Quaker	10	25 ⁸⁷
* 36	1901	Onion, Dehydrated Chopped	1/15 lb	Pacific Spice	10	38 ¹²
37		Pan Coating	6/14 oz	Vegalene	10	N/B
38		Pasta Penne	2/10 lb	Any	400	N/B
39	00499	Pop Tart, Blueberry Single	80 ct	Kellogge	150	22 ²¹
40	08584	Pop Tart, Frosted Brown Sugar Single	80 ct	Kellogge	150	22 ²¹
41	00498	Pop Tart, Strawberry Single	80 ct	Kellogge	150	22 ²¹
42	250SG	Rice, Short Grain White	1/25 lb Bag	Any	100	N/B
43	ROCB-20W	Roc n Roll Bar Individually Wrap	96/2.0 oz	Buena Vista	62	N/B
* 44	8423	Salt	1/25 lb Bag	Tru Flo	15	398
45		Soup Base, Chicken	1/25 lb	Any	10	N/B
* 46	13512	Soup, Mega Noodle	12/50 oz	Campbells	100	37 ⁷²
* 47	47436	Soy Sauce	500/9 gm	Any SOMA HOLLAND	40	6 ⁶³
* 48		Spaghetti Sauce, Marinara	6/#10 Can	Any C-116-1	10	18 ⁴⁷
49		Sugar, Powdered	1/25 lb Bag	Any C+H	10	14 ³⁸

GROCERY
BID NO. 0708-21

COMPANY NAME:

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	Unit Bid Price
* 50		Sugar, Packets	300/1/10 oz 2000/CT	Any C4H	10	12. ¹²
* 51	69737	Sweet & Sour Sauce Packet	250/4 oz 500/96M	Minh SOMA HOLLAND	10	947
* 52	39520	Sweet Relish Packet	200/9 gm	PPI SOMA HOLLAND	12	469
* 53	13970	Syrup Pouch	100/1.5 oz	Madeira SOMA Farms HOLLAND	750	517
* 54	41580	Taco Sauce Packet	500/9 gm	PPI SOMA HOLLAND	10	715
55		Taco Sauce Packet	500/ 1/3 oz	Heinz	40	N/B
56	43025 5052278	Taco Sauce Packet, Mild	1,000/2.28 oz 500/96M	Jose Ole SOMA DEZ SOL.	600	1043
57	554002	Taco Shel 5-1/8 inch	1/200 ct	La Tapatia	200	N/B
58	7062	Tortilla, Flour	2pk/144	Romero's	30	N/B

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within 7 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that

Bid Form & Agreement

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PRICING RECAP
A&R WHOLESALE DISTRIBUTORS, INC.
BID NO. 0708-21 GROCERY PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	2008-2009 Unit Price	2009-2010 Unit Price
1		Basil Leaves Whole Sweet	24 oz	Pacific	10	\$ 5.61	\$ 5.94
7	11918	Cereal, Honey Nut Cheerios Bowl Pack	96/1 oz	General Mills	150	\$21.67	\$22.22
9	29443	Cereal, Reduced Sugar Coca Puffs Bowl Pack	96/.88 oz	General Mills	150	\$21.67	\$22.22
10		Cereal, Reduced Sugar Honey Nut Cheerios Bowl Pack	96/.88 oz	General Mills		\$21.67	\$22.22
11	29115	Cereal, Reduced Sugar Trix Bowl Pack	96/.88 oz	General Mills	150	\$21.67	\$22.22
12	11947	Cereal, TrixBowl Pack	96/1 oz	General Mills	150	\$21.67	\$22.22
14	080507	Cracker, Keebler Club	500/2pk	Keebler	60	\$ 8.81	\$ 9.65
16	IF961	Dressing, Caesar	60/1.5 oz	TP Gourmet	20	\$11.88	\$12.44
17	82000	Dressing, Caesar Creamy	60/1.5 oz	Marzetti	40	\$10.63	\$11.93
23	81978	Dressing, Ranch Lite	84/1.5 oz	Marzetti	100	\$10.21	\$10.21
24	81290	Dressing, Sesame Oriental	60/1.5 oz	Marzetti	20	\$10.48	\$10.48
25		Garlic Powder	6/5lb	Pacific	10	\$88.23	\$88.23

PRICING RECAP
A&R WHOLESALE DISTRIBUTORS, INC.
BID NO. 0708-21 GROCERY PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	2008-2009 Unit Price	2009-2010 Unit Price
29		Ketchup, Pouch Fancy	6/#10	Mission Pride	39	\$17.12	\$17.52
31	97810	Mayonnaise, Lite Packet	200/ 7/16 oz	PPI	400	\$10.79	\$11.11
32	7605390	Mustard Packets	500/5.5 gm	Americana	30	\$ 5.09	\$ 5.44
34	43984	Oatmeal to Go, Apple Cinnamon	125 ct	Quaker	10	\$25.87	\$25.87
35	49347	Oatmeal to Go, Brown Sugar	125 ct	Quaker	10	\$25.87	\$25.87
36	1901	Onion, Dehydrated Chopped	1/15 lb	Pacific Spice	10	\$38.12	\$38.12
44	8423	Salt	1/25 lb Bag	Tru Flo	15	\$ 3.98	\$ 3.98
46	13512	Soup, Mega Noodle	12/50 oz	Campbells	100	\$37.72	No Price
47	47436	Soy Sauce	500/9 gm	Sona Hollen	40	\$ 6.63	\$ 6.82
48		Spaghetti Sauce, Marinara	6/#10 Can	Any	10	\$18.67	\$14.69
50		Sugar, Packets	2000/ct	C&H	10	\$12.12	\$12.12
51	69737	Sweet & Sour Sauce Packet	500	Sona Hollen	10	\$ 9.47	\$10.88
52	39520	Sweet Relish Packet	200/9 gm	Sona Hollen	12	\$ 4.69	\$ 4.84
53	13970	Syrup Pouch	100/1.5 oz	Sona Hollen	750	\$ 5.47	\$ 5.94

PRICING RECAP
A&R WHOLESALE DISTRIBUTORS, INC.
BID NO. 0708-21 GROCERY PRODUCTS

Line #	Product Code	Product Description	Pack & Size	Brand Name or Equal	Estimated Yearly Usage by Case	2008-2009 Unit Price	2009-2010 Unit Price
54	41580	Taco Sauce Packet	500/9 gm	Sona Hollen	10	\$ 7.15	\$ 7.62

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
A&R WHOLESALE DISTRIBUTORS, INC.

Bid No. 0708-21 – Grocery Products called for an original contract period of May 13, 2008 through May 12, 2009, with an option to extend the contract in two (2) one-year renewal periods at the option of the Board of Trustees not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with A&R Wholesale Distributors, Inc., pursuant to Bid No. 0708-21, shall be extended an additional 12 months, for the period May 13, 2009, through May 12, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on May 12, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

A&R Wholesale Distributors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0708-24 – SNACK AND BEVERAGE PRODUCTS - A&R WHOLESALE DISTRIBUTORS, INC. FOR 2009/10**

BACKGROUND INFORMATION

At the May 12, 2008, Board meeting, Bid No. 0708-24 – Snack and Beverage Products was awarded to A&R Wholesale Distributors, Inc. for the 2008/09 school year. This bid called for the original contract term of May 13, 2008 through May 12, 2009, with two (2) one-year renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 24 months, as allowed by California Education Code 17596.

The approximate expenditures to date under this contract for snack and beverage products districtwide total \$466,119.88, for the 2008/09 fiscal year.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0708-24 – Snack and Beverage Products for the period May 13, 2009 through May 12, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

A&R Wholesale Distributors, Inc. will extend the contract for the next 12 months with slight increases for various items, or no change in pricing from the original agreement, Exhibit B. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and A&R Wholesale Distributors, Inc. for the period May 13, 2009 through May 12, 2010.

Extension of Bid No. 0708-24 – Snack and Beverage Products

A&R Wholesale Distributors, Inc. for 2009/10

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

Food and Nutrition Services remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-24 – Snack and Beverage Products with A&R Wholesale Distributors, Inc., for the first renewal period of May 13, 2009 through May 12, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

**BOARD OF
TRUSTEES**

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MICHAEL S. WINSTEN
Vice President

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SUE PALAZZO

Mr. Russell Erwin
Key Account Manager
A&R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA 92807

Subject: Bid No. 0708-24 – Snack and Beverage Products

Dear Mr. Erwin:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on May 12, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period May 13, 2009 through May 12, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Dawn Davey, Director, Food & Nutrition Services

Serving the Southern California communities of

Atso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

SNACK AND BEVERAGE PRODUCTS

Item No.	Code/SKU	Item	Mfg.	Pack Size	Estimated Yearly Usage in Cases	Unit Bid Price	Addnl. Discounts ie-Case Quantity
1.	19437	Cereal Bar Cinnamon Toast Crunch (19437)		96/1.4 oz	50	27 ⁸⁴	
2.	080447	Cheddar Mix, Baked Ultimate Quaker	Frito Lay LSS	60 /1.75 64	379	21 ³²	
3.	082316	Chex Mix Honey Nut (19909)	Chex	60/1.75 oz	19	19 ⁵⁰	
4.	082310	Chex Mix Hot & Spicy (14250)	Chex	60/1.75 oz	244	19 ⁵⁰	
5.	19298	Chex Mix Simply (19298)	Chex	60/1.25 oz	7	19 ⁸⁹	
6.	14501	Chex Mix Simply Choc-Carmel (14501)	Chex	60/1.25 oz	142	19 ⁸⁹	
7.	14502	Chex Mix Simply	Chex	60/1.25 oz	7	19 ⁸⁹	

SNACK & BEVERAGE PRODUCTS
 BID NO. 0708-24

COMPANY NAME:

Item No.	Code/SKU	Item	Mfg.	Pack Size	Estimated Yearly Usage in Cases	Unit Bid Price	Addnl. Discounts ie-Case Quantity
		Strawberry Yogurt (14502)				NO BID	
8.	082309	Chex Mix Traditional (12400)	Chex	60/1.75 oz	318	19 ⁵⁰	
9.	080392	Chip, Baked Cheetos Crunchy	Frito Lay LSS	60 /1.5 oz 64	12	23 ⁴⁴	
10.	080409	Chip, Baked Cheetos, Crunchy	Frito Lay LSS SS	104/0875 oz	442	22 ⁴⁴	
11.	000398	Chip, Baked Doritos Nacho	Frito Lay LSS	60 /1.375 oz 64	92	23 ⁴⁴	
12.	081092	Chip, Baked Fantastix Chili Cheese	Frito Lay LSS SS	104/1 oz	40	22 ⁴⁴	
13.	080440	Chip, Baked Hot Cheetos	Frito Lay LSS SS	104/.975 oz	1536	22 ⁴⁴	
14.	080393	Chip, Baked Hot Cheetos	Frito Lay LSS	60 /1.5 oz 64	3076	23 ⁴⁴	
15.	080400	Chip, Baked Lays BBQ	Frito Lay LSS	60 /1.125 oz 64	546	23 ⁴⁴	
16.	080394	Chip, Baked Lays Cheddar & Sour Cream	Frito Lay LSS	60 /1.125 oz 64	34	23 ⁴⁴	
17.	080401	Chip, Baked Lays Reg.	Frito Lay LSS	60 /1.125 oz 64	30	23 ⁴⁴	
18.	080399	Chip, Baked Lays Sour Cream & Onion	Frito Lay LSS	60 /1.125 oz 64	235	23 ⁴⁴	

SNACK & BEVERAGE PRODUCTS
 BID NO. 0708-24

COMPANY NAME:

Item No.	Code/SKU	Item	Mfg.	Pack Size	Estimated Yearly Usage in Cases	Unit Bid Price	Addnl. Discounts ie-Case Quantity
19.	080391	Chip, Baked Ruffles Cheddar & Sour Cream	Frito Lay LSS	60 /1.125 oz 64	914	23 ⁴⁴	
20.	080466	Chip, Nacho Cheesier	Frito Lay LSS FUN SIZE	120/.5625 oz	147	15 ⁵⁵	
21.	080329	Chip, Reduced Fat Doritos	Frito Lay LSS	60 /1.5 oz 64	264	23 ⁴⁴	
22.	080436	Chip, Sun Chip French Onion	Frito Lay LSS SS	104/1 oz	308	22 ⁴⁴	
23.	081085	Chip, Sun Chip Garden Salsa	Frito Lay LSS	60 /1.5 oz 64	150	23 ⁴⁴	
24.	080438	Chip, Sun Chip Original	Frito Lay LSS SS	104/1 oz	1423	22 ⁴⁴	
25.	080428	Chip, Sun Chip Original	Frito Lay 26 LSS	60 /1.5 oz 64	50	23 ⁴⁴	
26.	080700	Corn Nuts, BBQ (02054)		144 count	46	42 ⁸⁵	
27.	080710	Corn Nuts, Ranch		144 count	152	42 ⁸⁵	
28.	40300	Cracker, Apple Cinnamon Bear Grahams	MJM	300/.5 oz	40	35 ⁷⁹	
29.	56040	Cracker, Belly Bear Chocolate Graham	J & J	200/1 oz	73	20 ⁵⁵	
30.	56042	Cracker, Belly Bear Cinnamon Graham	J & J	200/1 oz	50	20 ⁵⁵	
31.	40200	Cracker, Chocolate Bear Grahams	MJM	300/.9 oz	100	35 ⁷⁹	

SNACK & BEVERAGE PRODUCTS
 BID NO. 0708-24

COMPANY NAME:

Item No.	Code/SKU	Item	Mfg.	Pack Size	Estimated Yearly Usage in Cases	Unit Bid Price	Addnl. Discounts ie-Case Quantity
32.	081047	Cracker, Dolphin & Friends (48795)	Austin	100/.9 oz	30	12 ⁵⁹	
33.	17330	Cracker, Goldfish Hot & Spicy	Pepperidge Farm	300/.75 oz	10	38 ⁵⁰	
34.	17331	Cracker, Goldfish Kickin Ranch	Pepperidge Farm	300/.75 oz	10	38 ⁵⁰	
35.	081008	Cracker, Honey Rite Graham	Keebler	200/2 pk	100	11 ⁴⁰	
36.	000510	Cracker, Jungle Regular (39080)	J & J	200/1 oz	40	20 ⁵⁵	
37.	080507	Cracker, Saltine (01008)	Keebler	500/2 pk	50	9 ¹⁰	
38.	081047	Cracker, Dolphin & Friends (48795)	Austin	100/.9 oz	30	12 ⁵⁹	
39.	40700	Cracker, Strawberry Dino Grahams	MJM	300/.9 oz	10	35 ⁷⁹	
40.	9427	Crispy Squares RICE KRISPIE TREATS	Super Bakery KELLOGG'S	50/1.6 oz 4/20 CT	700	28 ⁸⁵	
41.	18756	Fruit & Oatmeal Apple Bites	Quaker	36/2 oz	250	11 ⁶⁹	
42.	806182	Gold Fish	Pepperidge Farms	300/.75 oz	1245	36 ⁵⁰	
43.	080340	Munchies Kid's Mix	Frito Lay LSS 55	104/.88 oz	600	22 ⁴⁴	
44.	080430	Pretzel, Tiny Twist	Frito Lay LSS 55	88/1 oz	60	18 ⁹⁹	
45.	080456	Pretzel, Tiny Twist Fun Size	Frito Lay LSS FUN SIZE	120/.5 oz	100	15 ⁵⁵	
46.	082505	Raisins	Mr. Nature	100/ 1 oz	10	18 ⁴⁰	

Item No.	Code/SKU	Item	Mfg.	Pack Size	Estimated Yearly Usage in Cases	Unit Bid Price	Addnl. Discounts ie-Case Quantity
47.	082010	Rice Cake Carmel (43381)	Quaker	60 count	104	19 ⁹⁰	
48.	58120	S'More Mix Gourmet	Dakota	120/1.25 oz	12	NO BID	
49.	081080	Sun Chip Garden Salsa	Frito Lay LSS SS	104/1 oz	25	22 ⁴⁴	
50.	040005J	Jerky Flavor Trail Beef	Any FLAVOR TRAIL	60 count Jar	300	12 ²⁰	
51.	699179b	White Cheddar Puffs	Pirate's Booty	24/1 oz	400	14 ³⁹	
52.	181975	Kettle Corn	Indiana	48/1 oz	344	16 ⁸⁶	
53.		Riptide, All Flavors		24/16.9 oz	1344	14 ¹⁹ + CRV	
54.	005608	Water	Nestle	24/16.9 oz	496	3 ⁸⁵ + CRV	
55.	005611	Water, Sport Cap	Arrowhead	28/23.7 oz	7553	7 ²⁹ + CRV	
56.	005656	Water	Nestle	48/8 oz	936	6 ²⁹ + CRV	
57.		Fizz-Ed Sparkling 100% Juice All Flavors	Fizz-Ed	24/8.4 oz	600	13 ⁶⁴ + CRV	
58.		Juice 100% Assorted Flavors	Welch's WELCH'S	24/11.5 oz	300	11 ⁸⁰ + CRV	
59.	00970	Juice, Berry Breeze	Capri Sun	40/6.75 oz	168	12 ⁴⁰ + CRV	
60.	00971	Juice, Fruit Dive	Capri Sun	40/6.75 oz	158	10 ⁴⁸	
61.	13029	Izze Sparkling 100% All flavors	Izze	24/8.4 oz	4316	10 ⁴⁸	
						14 ⁵⁹ + CRV	

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall



A&R WHOLESALE DIST., INC.

A&R WHOLESALE DISTRIBUTORS

CAPISTRANO SNACK QUOTE EXTENSION

2009-2010

CODE #	DESCRIPTION	08-09	09-10
1	Arrowhead Water Sport 24-23.7oz.	\$ 7.29	\$ 6.25
2	Capri-Sun 100% Apple Splash	\$ 10.48	NO CHANGE
3	Capri-Sun 100% Berry Breeze	\$ 10.48	NO CHANGE
4	Capri-Sun 100% Fruit Dive	\$ 10.48	NO CHANGE
5	Fizz-Ed 100% Spkig Juice	\$ 13.69	NO CHANGE
6	Fizz-Ed 100% Spkig Juice	\$ 13.69	NO CHANGE
7	Fizz-Ed 100% Spkig Juice	\$ 13.69	NO CHANGE
8	Fizz-Ed 100% Spkig Juice Rasp	\$ 13.69	NO CHANGE
9	Izze Sparkling 100% Apple 24-8.4oz	\$ 14.59	NO CHANGE
10	Izze Sparkling 100% Blk Bry	\$ 14.59	NO CHANGE
11	Izze Sparkling 100% Clemnt Org	\$ 14.59	NO CHANGE
12	Izze Sparkling 100% Grapfruit	\$ 14.59	NO CHANGE
13	Izze Sparkling 100% Pomegranate	\$ 14.59	NO CHANGE
14	Nestle Water PL 24-16.9 oz.	\$ 3.85	NO CHANGE
15	Nestle Water PL 48-8oz oz.	\$ 6.29	NO CHANGE
16	Riptide Blk Cherry (00062) CAN	\$ 14.19	\$ 14.69
17	Riptide Lemonlime (00064) CAN	\$ 14.19	\$ 14.69
18	Riptide Orange (00065) 24-16oz can	\$ 14.19	\$ 14.69
19	Riptide Wild Berry (00066) 16.9	\$ 14.19	DISC
20			
21	Welch's 100% Apple Juice 24-11.5oz	\$ 11.80	\$ 12.60
22	Welch's 100% Fruit Punch 11.5	\$ 11.80	\$ 12.60
23	Welch's 100% Grape Juice 24-11.5	\$ 11.80	\$ 12.60
24	Welch's 100% Mountain Berry 11.5	\$ 11.80	\$ 12.60
25	Welch's 100% Orange Juice 11.5	\$ 11.80	\$ 12.60
26	Welch's 100% White-Grape-Peach 11.5	\$ 11.80	\$ 12.60
27	Crackers Keebler (01008) Saltine 500	\$ 9.10	\$ 9.65
28	Austin Dolphn&Friend (48785)	\$ 12.59	\$ 13.52
29	Cereal Bar Cheerios Strw Nut	\$ 27.84	NO CHANGE
30	Cereal Bar Cinn Toast Crunch	\$ 27.84	NO CHANGE
31	Cereal Bar Cocoa Puffs (19438)	\$ 27.84	NO CHANGE
32	Cereal Bar Fruity Cheerios	\$ 27.84	NO CHANGE
33	Cereal Bar Trix 96 ct	\$ 27.84	NO CHANGE
34	CheXmix Bold Party (13910)	\$ 19.50	NO CHANGE

CASE PK CHANGE/ UNIT PRICE SAME

VERY FINE 100% JUICE 24/11.5OZ

\$ 11.80 GRAPE
 \$ 11.80 APPLE
 \$ 11.80 ORANGE
 waiting for list of additional flavors

	CODE #	DESCRIPTION	08-09	09-10
35	82316	CheXmix Honey Nut (19909)	\$ 19.50	NO CHANGE
36	82310	CheXmix Hot&Spicy (14250)	\$ 19.50	NO CHANGE
37	14501	CheXmix Simply (14501) Choc-Crml	\$ 19.89	NO CHANGE
38	14502	CheXmix Simply (14502) Stw Yog	\$ 19.89	NO CHANGE
39	19298	CheXmix Simply (19298) 60-1.25oz	\$ 19.89	NO CHANGE
40	82309	CheXmix Traditional (12400)	\$ 19.50	NO CHANGE
41	80710	Cornnuts (02052) 144ct Ranch	\$ 42.85	NO CHANGE
42	80700	Cornnuts (02054) 144ct BBQ	\$ 42.85	NO CHANGE
43	80702	Cornnuts 144ct Chili Picante	\$ 42.85	NO CHANGE
44	80704	Cornnuts 144ct Nacho	\$ 42.85	NO CHANGE
45	80708	Cornnuts 144ct Original	\$ 42.85	NO CHANGE
46	80457	FL Crunchy Cheese 120-.625 oz.	\$ 15.55	15.94
47	80455	FL Frito Corn Chips 120-0.75oz.	\$ 15.55	15.94
48	80466	FL Nacho Cheesier 120-0.5625oz.	\$ 15.55	15.94
49	80445	FL Plain Pot Chips 120-0.5oz.	\$ 15.55	15.94
50	80456	FL TinyTwist Fun Size 120-.5oz.	\$ 15.55	15.94
51	80325	FL LSS Hot Cheetos 64-2oz.	\$ 23.44	24.08
52	80326	FL LSS Hot Limon Cheetos 64-2oz.	\$ 23.44	24.08
53	80327	FL LSS Frito Chili Cheese 64-2oz.	\$ 23.44	24.08
54	80333	FL LSS Munchies Hot Mix 64-2.0oz.	\$ 23.44	24.08
55	80339	FL LSS Munchies Cheese Fix 64	\$ 23.44	24.08
56	80391	FL LSS Baked Ruffles Ched SC 64	\$ 23.44	24.08
57	80392	FL LSS Baked Cheetos Crunchy	\$ 23.44	24.08
58	80393	FL LSS Baked Hot Cheetos 64-1.5	\$ 23.44	24.08
59	80394	FL LSS Baked Lays C&SC 64-1.125oz	\$ 23.44	24.08
60	80398	FL LSS Baked Doritos Nacho	\$ 23.44	24.08
61	80399	FL LSS Baked Lays SC&O 64-1.125oz	\$ 23.44	24.08
62	80400	FL LSS Baked Lays BBQ 64-1.125oz	\$ 23.44	24.08
63	80401	FL LSS Baked Lays Reg 64-1.125oz.	\$ 23.44	24.08
64	80412	FL LSS Frito Honey BBQ Twist	\$ 23.44	24.08
65	80416	FL LSS Cheetos Crunch 64-2oz.	\$ 23.44	24.08
66	80417	FL LSS Frito CornChip Reg 64-2oz	\$ 23.44	24.08
67	80418	FL LSS Doritos CoolRanch	\$ 23.44	24.08
68	80419	FL LSS Doritos Nacho 64-1.75oz.	\$ 23.44	24.08
69	80420	FL LSS Lays KC Masterpc BBQ	\$ 23.44	24.08
70	80421	FL LSS Lays Reg Chip 64-1.5oz	\$ 23.44	24.08
71	80422	FL LSS Lays SC&Onion Chip 64-1.5oz	\$ 23.44	24.08
72	80423	FL LSS RoldGold Pretzel 64-2oz	\$ 23.44	24.08
73	80424	FL LSS Ruffles Cheddar&SC 64-1.5oz	\$ 23.44	24.08
74	80425	FL LSS Ruffles Original 64-1.5oz	\$ 23.44	24.08
75	80426	FL LSS Salt&Vin Chip 64-1.5oz	\$ 23.44	24.08
76	80427	FL LSS Sunchip HarvestCheddar	\$ 23.44	24.08

LSS \$0.01 PER UNIT INCREASE

CODE #	DESCRIPTION	08-09	09-10
77	80428 FL LSS SunChip Original 64-1.5oz	\$ 23.44	\$ 24.08
78	80432 FL LSS SunChip FmchOnion 64-1.5oz	\$ 23.44	\$ 24.08
79	80443 FL LSS Frito Flammin Hot 64-2oz	\$ 23.44	\$ 24.08
80	80447 FL LSS Quaker Baked Ultimate	\$ 23.44	\$ 24.08
81	81088 FL LSS SunChip Garden Salsa	\$ 23.44	\$ 24.08
82	80448 FL LSS Funyuns 64-1.25oz	\$ 23.44	\$ 24.08
83	81094 FL LSS Doritos Blazin Buffalo	\$ 23.44	\$ 24.08
84	81095 FL LSS Doritos Spicier Swt Chili	\$ 23.44	\$ 24.08
85	80810 FL LSS Hot Fries 64-1.75oz.	\$ 23.44	\$ 24.08
86	80329 FL LSS Reduced Fat Doritos 64	\$ 23.44	\$ 24.08
87	80409 FL SS Baked Cheetos Crunchy 104	\$ 22.44	\$ 24.75
88	81092 FL SS Baked Fantastix Chili	\$ 22.44	\$ 24.75
89	80440 FL SS Baked Hot Cheetos	\$ 22.44	\$ 24.75
90	80430 FL SS Pretzel TinyTwst 88-1oz.	\$ 18.99	\$ 20.94
91	80340 FL SS Quaker Munchies Kids Mix 104	\$ 22.44	\$ 24.75
92	80436 FL SS SunChip FOnion 104-1oz	\$ 22.44	\$ 24.75
93	81089 FL SS SunChip Garden Salsa 104-1oz	\$ 22.44	\$ 24.75
94	80437 FL SS SunChip HarvestCheddar 104	\$ 22.44	\$ 24.75
95	80438 FL SS SunChip Original 104-1oz	\$ 22.44	\$ 24.75
96	43578 FL SS Baked Fantastix Hot 104-1oz.	\$ 22.44	\$ 24.75
97	43477 FL SS Lay's Cracker Crisp Sm 104	\$ 22.44	\$ 24.75
98	43593 FL SS Cheetos Trax Cheddar	\$ 14.70	DISC
99	32078 FL SS Baked Lay's BBQ 60-0.875oz	\$ 12.94	\$ 14.28
100	80395 FL SS Doritos SalsaVerde 104-1oz.	\$ 22.44	\$ 24.75
101	80402 FL SS Cheetos Crunchy 104-1oz.	\$ 22.44	\$ 24.75
102	80403 FL SS Cheetos Fim Hot 104-1oz.	\$ 22.44	\$ 24.75
103	80406 FL SS Frito Chilichs 104-1.25oz.	\$ 22.44	\$ 24.75
104	80407 FL SS Frito Corn Reg 104-1oz.	\$ 22.44	\$ 24.75
105	80410 FL SS Doritos CoolRanch 104-1oz.	\$ 22.44	\$ 24.75
106	80411 FL SS Doritos Nacho 104-1oz.	\$ 22.44	\$ 24.75
107	80413 FL SS Cheetos Puffs 104-1oz.	\$ 22.44	\$ 24.75
108	80414 FL SS Funyuns 104-0.75oz.	\$ 22.44	\$ 24.75
109	80415 FL SS Lays KC BBQ Chip 104-1 oz.	\$ 22.44	\$ 24.75
110	80429 FL SS Lays Reg Chip 104-1oz.	\$ 22.44	\$ 24.75
111	80431 FL SS Ruffles Cheddar&SC 104-1oz	\$ 22.44	\$ 24.75
112	80433 FL SS Ruffles KC BBQ 104-1oz	\$ 22.44	\$ 24.75
113	80434 FL SS Ruffles Reg 104-1oz	\$ 22.44	\$ 24.75
114	80435 FL SS Lays SC&Onion 104-1oz	\$ 22.44	\$ 24.75
115	28400 FL SS Tostitos Bite Size 104-1oz.	\$ 22.44	\$ 24.75
116	80345 FL SS Hot Fries 104-1oz.	\$ 22.44	\$ 24.75
117	81091 FL SS Reduced Fat Doritos Cool 72	\$ 15.53	\$ 17.13
118	80335 FL SS Reduced Fat Doritos 72-1oz.	\$ 15.53	\$ 17.13

SS \$0.022 PER UNIT INCREASE

	CODE #	DESCRIPTION	08-09	09-10
119	42537	FL SS Baked Tostitos Scoop 72	\$ 15.53	\$ 17.13
120	80336	FL SS Baked Dorito Nacho 88	\$ 18.99	\$ 20.94
121	80298	J&J BellyBear (56040) Choc Grhm	\$ 21.77	NO CHANGE
122	80299	J&J BellyBear (56041) Honey Grhm	\$ 21.77	NO CHANGE
123	80297	J&J BellyBear (56042) Cinn Grhm	\$ 21.77	NO CHANGE
124	56043	J&J BellyBear (56043) Choc Chip	\$ 21.77	NO CHANGE
125	80510	J&J Jungle Crackers (39080)	\$ 20.55	NO CHANGE
126	040005j	Jerky Flavor-Traill Beef (jar) 60ct	\$ 12.20	DISC
127	81008	Keebler (38406) Grhm Hny Rite 200	\$ 11.40	NO CHANGE
128	40200	MJM Chocolate Bear Grahams	\$ 35.79	NO CHANGE
129	40900	MJM Lemon Dinosaur Grahams	\$ 35.79	NO CHANGE
130	40700	MJM Strawberry Waffle Grahams	\$ 35.79	NO CHANGE
131	40500	MJM Strawberry Waffle Grahams	\$ 35.79	NO CHANGE
132	40400	MJM Vanilla Bear Grahams 300-.9	\$ 35.79	NO CHANGE
133	40800	MJM Vanilla Dinosaur Grahams	\$ 35.79	NO CHANGE
134	82505	Mr.Nature Raisins 100-1 oz.	\$ 18.40	\$ 20.46
135	86182	Pep-Farm (14367) Goldfish	\$ 36.50	\$ 42.97
136	17330	Pep-Farm (17330) Goldfish Hot &	\$ 38.50	\$ 42.97
137	17331	Pep-Farm (17331) Goldfish Kickin	\$ 38.50	\$ 42.97
138	699179b	Pirate's Booty Wht Ched Pufs 24	\$ 14.39	\$ 15.11
139	181975	Popcorn Indiana Kettlecorn 48-1oz	\$ 16.86	\$ 18.60
140	82010	Quaker 43381 Mini RiceCake	\$ 19.90	NO CHANGE
141	82009	Quaker 44117 Mini RiceCake	\$ 19.90	NO CHANGE
142	82002	Rice Krispies Treat (26547) 4-20ct	\$ 28.85	
143	500	Kelg (00500) PopTart Unfrst Strw SINGLE	\$ 22.21	NO CHANGE
144	81608	Kelg (00499) PopTart Bibrv SINGLE	\$ 22.21	NO CHANGE
145	81609	Kelg (00498) PopTart Strw Single SINGLE	\$ 22.21	NO CHANGE
146	8584	Kelg (08584) PopTart Frosted SINGLE	\$ 22.21	NO CHANGE

NO USAGE IN 08/09
NEW BRAND FOR 09/10



Byers, Vicki

From: Fluent, Terry
Sent: Monday, April 06, 2009 10:18 AM
To: Byers, Vicki
Subject: FW: GROCERY AND SNACK EXTENSIONS
Attachments: 09-10 CAPISTRANO EXT. SPREAD.xls

Terry Fluent

Director, Purchasing
Capistrano Unified School District
(949) 234-9436

From: Russell Erwin [mailto:russell@anrwholesale.com]
Sent: Thursday, April 02, 2009 12:41 PM
To: Fluent, Terry
Subject: GROCERY AND SNACK EXTENSIONS

Hi Terry,

Thanks, for the extra day to send you the extension. I have attached the extensions. The list is how it appears in our system. The list is longer than the bid because it list all the flavors of the items we were awarded.

Signed copies will go our in tomorrows mail. Please let me know if you have any questions

Thank you,

Russell Erwin
A&R Wholesale Distributors
(714) 777-7742
(714) 777-7085
russell@anrwholesale.com

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A&R WHOLESALE DISTRIBUTORS, INC.

Bid No. 0708-24 – Snack and Beverage Products called for an original contract period of May 13, 2008 through May 12, 2009, with an option to extend the contract in two (2) one-year renewal periods at the option of the Board of Trustees not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with A&R Wholesale Distributors, Inc., pursuant to Bid No. 0708-24, shall be extended an additional 12 months, for the period May 13, 2009, through May 12, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on May 12, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

A&R Wholesale Distributors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: **APPROVAL: EXTENSION OF RFP NO. 7-0708 – INSTRUCTIONAL
STUDENT ASSESSMENT DATA MANAGEMENT SYSTEM – ACHIEVE!
DATA SOLUTIONS, LLC FOR 2009/10**

BACKGROUND INFORMATION

At the February 11, 2008, Board meeting, RFP No. 7-0708 – Instructional Student Assessment Data Management System was awarded to Achieve! Data Solutions, LLC to provide reports that District staff would utilize to make curricular decisions to improve instruction and student learning for the 2007/08 school year. This agreement consisted of an initial term of May 1, 2008 – June 30, 2009, with four (4) one-year renewal periods at the option of the Board of Trustees.

A multi-year rollout plan was established with Achieve! Data Solutions, LLC, to implement the use of Data Director. As an initial step in the plan, CUSD staff began working with the vendor to prepare and load student testing and demographic data from 2001 through 2008.

The next step in the plan was to begin training administrators and teachers in the use of Data Director. In August 2008, administrators and teachers at the nine Title I sites were trained in the use of Data Director. In the fall, teachers participating in the Special Education Teachers Professional Development Grant (SETPD) attended Data Director training sessions and began utilizing the system to monitor their students.

The implementation of Data Director is yielding positive results. Throughout the year, teachers at the Title I sites used Data Director in conjunction with benchmark exams to analyze their students' progress towards meeting the grade level standards. Intervention counselors employed the system's resources to identify and follow at-risk students at the secondary schools. Staff is currently utilizing Data Director to score and analyze reading placement assessment data for students entering the ninth grade, as well as math placement tests for students who are entering CUSD schools for the first time. Training for the high school staff is planned for June 2009.

With Board approval to extend the contract, the District may continue to utilize Achieve! Data Solutions, LLC at pre-determined prices as set forth in this renewal.

**Extension of RFP No. 7-0708 Instructional Student Assessment Data Management System
Achieve! Data Solutions, LLC for 2009/10**

May 11, 2009

Page 2

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend the RFP No. 7-0708 – Instructional Student Assessment Data Management System for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to Achieve! Data Solutions, LLC along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit A.

Achieve! Data Solutions, LLC will extend the agreement for an additional 12-months at the same prices, terms and conditions as the original agreement, Exhibit B.

Upon Board approval, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Achieve! Data Solutions, LLC for the period July 1, 2009 through June 30, 2010.

FINANCIAL IMPLICATIONS

The cost to continue this program for the 2009-10 school year is approximately \$125,000. This program will be funded with Microsoft settlement software voucher reimbursement funds. These funds are restricted to use on approved software licenses. Achieve! Data Solutions, LLC is one of the few software licenses which has been approved for reimbursement in Capistrano Unified School District.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of RFP No. 7-0708 – Instructional Student Assessment Data Management System with Achieve! Data Solutions, LLC for a renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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Mr. Lane Rankin
President

Achieve! Data Solutions, LLC
2700 North Little Mountain Drive, Suite F-106
San Bernardino, CA 92405

**Subject: RFP No. 7-0708 – Instructional Student Assessment
Data Management System**

Dear Mr. Rankin:

Your current agreement for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current agreement pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:kl

enc.

c: Michelle Benham, Director, Assessment, Research and Evaluation

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Products/ Services --Timeline/Dates

License fees shall be due and payable within 60 days of receipt of an invoice from Vendor.

Total District ADA estimate: 51,512 students
 Title I Schools ADA: 4,831 Full Access
 Remaining Schools ADA: 47,012 Access for administrators only.

<i>Product/Service</i>	<i>Time</i>	<i>Cost</i>
Web Application 2007-2008 (\$2.90 per student) and Item Bank (\$1.00 per student)	Annual Fee - 9 Title I Schools with full access (4,831 students).	\$18,841.00
Remaining Schools - Administrator only access (\$1.00 per student) No Item bank access	Annual Fee - Remaining Schools (47,012 students)	\$47,012.00
<i>*Additional full access may be provided to other schools for the full \$2.90 per student price</i>		
DataScanner Module - Title I Schools plus one district level only	\$500.00 per site license (10 licenses) - One Time Fee	\$5,000.00
Training (2 days included)	No Charge	
Training Additional 8 days	\$1,900 per day	15,200.00

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by



March 27, 2009

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

Attn: Terry Fluent

Re: RFP No. 7-0708 – Instructional Student Assessment Data Management System

Dear Terry:

In a letter dated March 10, 2009 you requested the submission of reduced costs for the renewal period July 1, 2009 through June 30, 2010. DataDirector's pricing has increased for the 2009-2010 academic year. We are willing, however, to extend the previous pricing into the 2009-2010 academic year for Capistrano Unified School District.

Please accept this letter as notice that we do wish to extend the contract for an additional 12-month period. Upon acceptance of this agreement, please notify us so that we can generate a renewal contract with prices matching the 2008-2009 academic year.

Please feel free to contact me with any questions at 909-883-8001.

Sincerely,



Mark R. Walls
Senior Director, DataDirector

Riverside Publishing/Achieve Data Solutions
2700 Little Mountain Drive F-106
San Bernardino, CA 92405
909.883.8001
909.498.8790 fax

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
ACHIEVE! DATA SOLUTIONS, LLC

RFP No. 7-0708 – Instructional Student Assessment Data Management System called for an original contract period of May 1, 2008 through June 30, 2009, with an option to extend the contract in four 12-month increments for an option not to exceed 48 consecutive months.

The contract with Achieve! Data Solutions, LLC shall be extended an additional 12-months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on February 11, 2008, all other terms of the agreement remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Achieve! Data Solutions, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



SUBJECT: APPROVAL: EXTENSION OF ON-CALL ENVIRONMENTAL CONSULTING SERVICES FOR SCHOOL CONSTRUCTION, MODERNIZATION AND OTHER ACTIVITIES – ULTRASYSTEMS AND THE PLANNING CENTER FOR 2009/10

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, the Board of Trustees approved contracting with The Planning Center and UltraSystems to provide on-call environmental services for Capistrano Unified School District. Each firm has extensive experience and qualifications to support the District in its capacity. Both firms executed the District's standard consulting agreement and completed various environmental tasks during the fiscal year 2007-2008. At the March 24, 2008, Board meeting, the Board of Trustees appointed UltraSystems to provide environmental review and documentation related to the reduced busing plan for the District. In May 2008, The Planning Center was contracted to review and revise the San Juan Hills High School Pipeline Safety Hazard Assessment (PSHA).

At the July 21, 2008, Board meeting, the Board of Trustees exercised the option to extend the contracts with The Planning Center and UltraSystems for the first renewal period of July 1, 2008 through June 30, 2009, at the same prices, terms and conditions as the original agreement.

At the November 3, 2008 Board Meeting, The Board of Trustees appointed The Planning Center to provide environmental review and documentation related to the new theater projects at Dana Hills High School and Capistrano Valley High School.

With Board approval to extend the contract for the second renewal period of July 1, 2009 – June 30, 2010, the District may continue to assign various environmental consulting services to The Planning Center and/or UltraSystems, or ask for a written cost estimate on individual projects, at pre-determined prices set forth in this second renewal.

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend the contracts with The Planning Center and UltraSystems for the second renewal period of July 1, 2009 through June 30, 2010.

**Extension of On-Call Environmental Consulting Services Contracts
The Planning Center and UltraSystems for 2009/2010**

May 11, 2009

Page 2

In light of the current fiscal crisis, letters were sent to The Planning Center and UltraSystems along with their current prices requesting the companies submit reduced costs for the 2009/10 renewal period as shown in Exhibit A and Exhibit B. The Planning Center will extend the contract for the next 12 months at reduced prices shown in Exhibit C. UltraSystems will also reduce their prices for the next 12 months as shown in Exhibit D.

Upon Board approval, Exhibit E shows the Extension Agreement between Capistrano Unified School District and The Planning Center for the second renewal period of July 1, 2009 through June 30, 2010. Upon Board approval, Exhibit F shows the Extension Agreement between Capistrano Unified School District and UltraSystems for the second renewal period of July 1, 2009 through June 30, 2010.

FINANCIAL IMPLICATIONS

The cost of environmental consulting services will be funded from the District's Capital Facilities accounts, which include Developer Fees, Mello-Roos Community Facilities District accounts, and future State School Building Program funds.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of contracts for on-call environmental services to The Planning Center and UltraSystems for the second renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

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33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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Mr. Dwayne Mears
The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626

**Subject: On-Call Environmental Consulting Services for
School Construction, Modernization and other
Activities**

Dear Mr. Mears:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:kl

enc.

c: Cary Brockman, Director, Facilities Planning

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EXHIBIT A

1 of 2

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**TABLE 1
THE PLANNING CENTER
2008-2009 FEE SCHEDULE**

Staff Level	Hourly Rate
Principal	\$165-\$250
Director/Team Leader	\$150-\$200
Sr. Planner/Scientist/Designer II	\$125-\$200
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician/Intern	\$45-\$60
Technical Editor	\$75-\$85
Word Processing	\$65
Clerical	\$55-\$65
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 12.5%.
Mileage reimbursement rate is the standard IRS-approved rate.

**TABLE 2
TECHNICAL STUDIES COSTS**

Technical Study	Typical	Range
<i>DTSC-Related Studies</i>		
Preliminary Environmental Assessment: Middle School (20 acres)	\$25,000	\$15,000-\$90,000
Preliminary Environmental Assessment: High School (50-60 acres)	\$40,000	\$15,000-\$90,000
Supplemental Site Investigation	\$30,000	\$10,000-\$100,000
Remedial Action Workplan		\$100,000-\$2,000,000
<i>CDE Health and Safety Studies</i>		
Glo hazards Studies	\$3,500	\$3,000-\$4,100
Health Risk Assessment	\$10,000	\$6,000-\$40,000
Pipeline Risk Assessment	\$6,000	\$3,500-\$15,000
Railroad Risk Assessment	\$7,500	\$5,000-\$15,000
Dam, Reservoir, Tank Inundation Study	\$6,000	\$5,000-\$10,000

These figures are estimates only and are based on our experience with other school sites. The scopes of work and costs will be determined after the conditions at and near the site are fully characterized.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

BOARD OF
TRUSTEES

ELLEN M. ADDONIZIO
President

MICHAEL S. WINSTEN
Vice President

LARRY J. CHRISTENSEN
Clerk

JACK R. BRICK

ANNA BRYSON

KEN MADDOX

SUE PALAZZO

Ms. Betsy A. Lindsay
President/CEO
UltraSystems
100 Pacifica, Suite 250
Irvine, CA 92618

**Subject: On-Call Environmental Consulting Services for
School Construction, Modernization and other
Activities**

Dear Ms. Lindsay:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 1, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

TF:kl

enc.

c: Cary Brockman, Director, Facilities Planning

UltraSystems Environmental Incorporated
Standard Rate Sheet

July 1, 2008 – June 30, 2009

	Labor Classification	Fully Burdened Hourly Rate
1	Principal	
2	Project Director	\$173.00
3	Senior Environmental Scientist	\$160.00
4	Senior Project Manager	\$150.00
5	Project Manager	\$138.00
6	Environmental Scientist	\$127.00
7	Senior Planner	\$105.00
8	Associate Planner	\$105.00
9	Assistant Planner	\$92.00
10	Environmental Analyst	\$80.00
11	Graphic Illustrator/GIS Conformance	\$80.00
12	Staff Biologist	\$80.00
13	Word Processor	\$80.00
14	Intern	\$69.00
15	Clerical	\$53.00
		\$43.00

Subconsultant Charges and Other Direct Costs are billed on an actual cost plus 8%.



March 25, 2009

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

Subject: Proposal to Continue to Provide On-Call Environmental Consulting Services
for School Construction, Modernization and Other Activities

Dear Mr. Fluent:

Thank you for the opportunity to declare our strong interest in continuing to provide environmental consulting services in the upcoming fiscal year. We understand the difficult economic conditions facing school districts and offer reduced hourly rates as shown in Table 1.

We value very highly our past and ongoing work with the District and look forward to new challenges in the future. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

THE PLANNING CENTER

Dwayne Mears, AICP
Principal, School Facilities Planning

cc: Cary Brockman, Director, Facilities Planning

creating better places

1580 METRO DRIVE | COSTA MESA, CA 92626 | 714.966.9220 | 714.966.9221 (T)

WWW.PLANNINGCENTER.COM

EXHIBIT C
1 of 3



Table 1. The Planning Center Current and Proposed Fee Schedule - Capistrano Unified School District

STAFF LEVEL	HOURLY RATE 2008-2009	HOURLY RATE 2009-2010
Principal	\$165-\$250	\$160-\$215
Director/Team Leader	\$150-\$200	\$145-\$175
Senior Planner/Scientist/Designer II	\$125-\$200	\$120-\$175
Senior Planner/Scientist/Designer I	\$100-\$150	\$90-\$135
Associate Planner/Scientist/Designer II	\$85-\$115	\$80-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$75-\$80
Assistant Planner/Scientist/Designer II	\$70-\$85	\$65-\$80
Assistant Planner/Scientist/Designer I	\$60-\$70	\$55-\$65
GIS/CAD Operator II	\$80-\$110	\$75-\$100
GIS/CAD Operator I	\$65-\$80	\$60-\$75
Graphic Artist II	\$75-\$125	\$65-\$110
Graphic Artist I	\$55-\$75	\$50-\$70
Planning Technician/Intern	\$45-\$60	\$40-\$50
Technical Editor	\$75-\$85	\$70-80
Word Processing	\$65	\$60
Clerical/Administration	\$55-\$65	\$55
Third-Party CEQA Review	\$200	\$190
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Notes:

- 1) Other direct costs are billed at cost plus 10.0%.
- 2) Mileage reimbursement rate is the standard IRS-approved rate of \$0.485 per mile.



Table 2. TECHNICAL STUDIES: TYPICAL AND RANGE OF COSTS

TECHNICAL STUDY	TYPICAL 2008-2009	TYPICAL 2009-2010	RANGE
DTSC Related Studies			
Preliminary Environmental Assessment: Middle School (20 acres)	\$25,000	\$22,500	\$15,000-\$90,000
Preliminary Environmental Assessment: High School (50-60 acres)	\$40,000	\$36,000	\$15,000-\$90,000
Supplemental Site Investigation	\$30,000	\$27,000	\$10,000-\$100,000
Remedial Action Workplan**		\$50,000- \$500,000***	\$100,000-\$2,000,000
CDE Health and Safety Studies			
Geohazards Studies (scopes has increased since 2008-09; keeping unchanged represents a real reduction).	\$3,500	\$3,500	\$3,000-\$4,100
Health Risk Assessment	\$10,000	\$9,000	\$6,000-\$40,000
Pipeline Risk Assessment	\$6,000	\$5,500	\$3,500-\$10,000
Railroad Risk Assessment	\$7,500	6,000	\$5,000-\$10,000
Dam, Reservoir, Tank Inundation Study	\$6,000	\$5,500	\$5,000-\$10,000

*These figures are estimates only. They are based on our experience with other school sites and reflect our reduced labor rates for FY2009-2010. We cannot guarantee our lab fees or reimbursables can be reduced in similar fashion. The scopes of work and costs will be determined after the conditions at and near the site are fully characterized.

**The cost of Remedial Action Workplans are largely related to subcontractor and fuel costs, over which we do not have control. We certainly commit to work with the district and obtain multiple subcontractor bids, if appropriate, to minimize district costs.

***These costs can range dramatically, but this revised range is typical of what we have experienced in the last year.

UltraSystems Environmental Standard Rate Schedule – Environmental Services

Effective January 2009

Professional Staff	Hourly Rates
Principal	\$164.00
Project Director	\$152.00
Senior Project Manager	\$144.00
Senior Environmental Scientist / Engineer	\$130.00
Project Manager	\$116.00
Senior Biologist	\$110.00
Senior Planner	\$ 95.00
Scientist/Engineer	\$ 83.00
Associate Planner	\$ 66.00
Staff Biologist	\$ 61.00
Environmental Analyst	\$ 55.00
Support Staff	
Computer Illustrator/Video Imaging	\$ 85.00
Graphic Illustrator/GIS Conformance	\$ 75.00
Word Processor	\$ 61.00
Technician	\$ 35.00
Intern	\$ 33.00
Computer for CAD/GIS Application	\$ 15.00 per hour
Computer for Engineering/Environmental/Word Processing/Spreadsheets	\$ 10.00 per hour
Photo Copier – B/W	\$.10 per sheet
Photo Copier – Color	\$ 1.00 per sheet

General

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus twenty (20) percent. Automobile mileage will be charged at a rate of \$0.60 per mile. Travel time will be billed as indicated in the hourly rate schedule above. Authorized overtime for support staff will be billed at one and one-half (1½) times the standard billing rate.

Statements are payable upon receipt, and will be submitted monthly for work in progress and at completion of contract obligations. Fees not paid within sixty (60) days of invoice date will be assessed an interest charge of one and one-half (1½) percent per month from the date due (net 30). Attorney fees and court costs incurred with collection of delinquent accounts will be borne by the client.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

On July 21, 2008, the Board of Trustees appointed The Planning Center to provide on-call environmental services for the Capistrano Unified School District. The contract called for an original contract period of July 22, 2008 – June 30, 2009, with an option to extend the contract in two (2) 12 month increments for a period not to exceed 24 months.

The contract with The Planning Center, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on July 21, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

The Planning Center

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ULTRASYSTEMS

On July 21, 2008, the Board of Trustees appointed UltraSystems to provide on-call environmental services for the Capistrano Unified School District. The contract called for an original contract period of July 22, 2008 – June 30, 2009, with an option to extend the contract in two (2) 12 month increments for a period not to exceed 24 months.

The contract with UltraSystems, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on July 21, 2008, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

UltraSystems

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS
NO. 2-0809 – APPRAISAL SERVICES – HARRIS REALTY APPRAISAL**

BACKGROUND INFORMATION

On December 8, 2008, the Board of Trustees authorized advertising for Request for Qualifications No. 2-0809 – Appraisal Services. A Request for Qualifications (RFQ) was designed and the scope of work and rating system was developed to meet the specific requirements of the District. This RFQ and the District's standard consultant contract to be executed by the awarded firms upon Board approval are located at CUSD's website at <http://capousd.ca.schoolloop.com>. The RFQ was properly advertised, and the District received four proposals; Bruce W. Hull & Associates, Harris Realty Appraisal, Kitty Siino & Associates, Inc. and Stephen G. White, MAI. These proposals are available for review in the Purchasing Department.

The contract in this RFQ consists of an initial one-year term with two (2) one-year renewal periods at the option of the Board of Trustees.

An Evaluation Committee comprised of Ronald N. Lebs, Deputy Superintendent, Business and Support Services, Kristofer Pitman, Executive Director, Fiscal Services and Cary Brockman, Director, Facilities Planning reviewed all proposals. The Evaluation Committee ranked the proposals according to criteria established in the RFQ (located on page two of the document). Two firms were selected for interviews based on their ranking.

On March 19, 2009, staff interviewed two firms, Harris Realty Appraisal and Stephen G. White, MAI. After the interview and based on the proposal submitted, the committee determined that Harris Realty Appraisal has extensive experience in appraisal services for school districts including establishing land values for school sites and community facility district formations. The firm is familiar with the area of South Orange County. Other important factors from the interview include the following: Harris Realty Appraisal works exclusively with public sector

**APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS NO. 2-0809
APPRAISAL SERVICES**

May 11, 2009

Page 2

clients, so there can not be conflicting interests in establishing land values; the firm takes a conservative and realistic approach in determining values; the firm consists of a two-person office with a controlled volume of work; the firm has been involved in eminent domain proceedings and litigation and can clearly present their findings for governing bodies. The Committee Members believe that Harris Realty Appraisal can provide the necessary appraisal services required by the District.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 2-0809 – Appraisal Services to Harris Realty Appraisal.

FINANCIAL IMPLICATIONS

Funds for these services will be budgeted in the appropriate accounts.


STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees award RFQ No. 2-0809 – Appraisal Services to Harris Realty Appraisal for on-call appraisal services.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: REQUEST FOR ALLOWANCE OF ATTENDANCE
BECAUSE OF EMERGENCY CONDITIONS**

BACKGROUND INFORMATION

California Education Code Sections 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.

Moulton Elementary School experienced severe smoke and unsafe air quality due to a classroom fire that occurred in the morning, before the start of school, on Thursday, April 16, 2009. The fire department was called and determined that air quality was toxic. It was necessary to cancel classes for students on Thursday and Friday, April 16-17, 2009. The fire department and other agencies assisted District personnel in the cleanup over the weekend. Air quality was determined to be safe and students returned to class on Monday, April 20, 2009.

CURRENT CONSIDERATIONS

This agenda item pertains to Board approval of this request for waiver approval from the California Department of Education to disregard (2) days in the computation of average daily attendance (ADA) (per section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on April 16 and 17, 2009.

Exhibit A contains the required State documents for claiming the material decrease in attendance on April 16 and 17, 2009, at Moulton 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 lost calendar days for Moulton Elementary School is estimated to be \$36,290.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the required J-13A affidavit, referenced as Exhibit A, and authorize its filing with the County Superintendent of Schools and the Superintendent of Public Instruction for a material decrease in attendance at Capistrano Unified School District, Moulton Elementary School, for April 16 and 17, 2009.

**REQUEST FOR ALLOWANCE OF ATTENDANCE
BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: CAPISTRANO UNIFIED SCHOOL DISTRICT

School District (or Charter School) Address: 33122 Valle Road,
San Juan Capistrano, CA 92675

County-District Code: 30-66464

County Name: Orange

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Terri Emery
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

SCHOOL CLOSURE

Nature of Emergency (describe):

Moulton Elementary school site experienced severe smoke damage and toxic air fumes in classrooms due to a fire that occurred in one classroom on Thursday, April 16, 2009 before school started. The fire department determined that smoke damage was sustained and air quality was toxic. It was necessary to cancel classes for students on Thursday and Friday, April 16 -17, 2009.

The fire department and other agencies assisted district personnel in the cleanup over the weekend. The school was re-evaluated on Sunday, air quality was determined to be safe and students returned to class on Monday, April 20, 2009.

Name of School(s): Moulton Elementary
(if request covers all schools, write "all schools")

School Code(s): 30-66464-6095087.

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

April 16 -17 2009.

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

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.

_____	_____
Ellen M. Addonizio, President	
_____	_____
Michael S. Winsten, Vice President	
_____	_____
Larry J. Christensen, Clerk	
_____	_____
Jack R. Brick, Member	
_____	_____
Anna Bryson, Member	
_____	_____
Ken Maddox, Member	
_____	_____
Sue Palazzo, 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 _____
of _____ County, California

Contact/Individual responsible for preparing this form:

Name: Kristofer R. Pitman Title: Executive Director, Fiscal Services
Phone: (949) 234-9317 Fax : (949)493-3728 E-mail: _____

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: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS
NO. 12-0809 – INSURANCE BROKER SERVICES FOR EXCESS
WORKER’S COMPENSATION – MARSH USA, INC.**

BACKGROUND INFORMATION

Capistrano Unified School District self insures its worker’s compensation obligations. As part of the program, the District purchases excess worker’s compensation insurance annually, commencing July 1 of each year, with assistance from a brokerage firm. The purpose of this Request for Qualifications (RFQ) was to select a qualified, competent brokerage firm that will assist the District in this process.

The RFQ was advertised on the District website, and the District received three proposals; Aon Risk Insurance Services West, Keenan Associates, and Marsh USA, Inc. These proposals are available for review in the Purchasing Department.

The contract in this RFQ consists of an initial one-year term with two (2) one-year renewal periods at the option of the Board of Trustees.

An Evaluation Committee comprised of Kristofer Pitman, Executive Director, Fiscal Services, Jeff Bristow, Executive Director, Risk Management/Compliance, Mike Patton, Executive Director, Maintenance, Operations and Transportation, Matt Krause, Manager, Payroll and Bobbi Sue Yslas, Manager Technical Support, reviewed all proposals. The Evaluation Committee ranked the proposals according to criteria established in the RFQ. The Summary Score Sheet, as shown in Exhibit A, summarizes the average scores submitted by each Committee Member. The individual committee member score sheets are provided under separate cover. Marsh USA, Inc.’s proposal was rated the highest score by all five committee members. Their high standards and excellent reputation will best meet the needs of the District. The committee is recommending the appointment of Marsh USA, Inc. as the broker of record for the District’s excess worker’s compensation insurance.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 12-0809 – Insurance Broker Services for Excess Worker’s Compensation Insurance to Marsh USA, Inc.

The contract consists of an initial one-year term, July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods at the option of the Board of Trustees.

**APPROVAL: AWARD OF RFQ NO. 12-0809 INSURANCE BROKER
SERVICES FOR EXCESS WORKER'S COMPENSATION INSURANCE**

May 11, 2009

Page 2

FINANCIAL IMPLICATIONS

There are no financial implications to the General Fund. This broker is compensated through a capped commission based on the cost of the excess worker's compensation insurance. Marsh USA, Inc. will provide broker services for a total commission not to exceed \$32,000 in 2009-10, \$33,000 in 2010-11, and \$34,000 in 2011-12.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees award RFQ No. 12-0809 – Insurance Broker Services for Excess Worker's Compensation Insurance to Marsh USA, Inc. for broker services.

SUMMARY SCORE SHEET
EVALUATION OF CONSULTANT'S RESPONSES TO REQUEST FOR QUALIFICATIONS
Insurance Broker Services for Excess Worker's Compensation - RFQ No. 12-0809

#	Name of Firm	Submittal Requirements								Selection Criteria							Tot	Gnd	Tot		
		1	2	3	4	5	6	7	8	Tot	a	b	c	d	e	f				g	
											1-5	1-5	1-5	1-5	1-5	1-5				1-5	
1	Aon Risk Insurance Services West								11										26	37	
2	Keenan Associates								13										28	41	
3	Marsh USA Inc.								16										31	47	
									0										0	0	
									0										0	0	
									0										0	0	

Submittal Requirements

- 1 Executive Summary
- 2 Narrative
- 3 Compensation Schedule
- 4 Additional Data
- 5 Certification
- 6 Certification Criminal Records Check
- 7 Insurance Certificates
- 8 W-9

Selection Criteria

- a Qualifications and Availability of Key Persons Assigned to Contract
- b Number of Years Experience
- c Demonstrated Competence in Relative Experience
- d Experience in Performance of Comparable Work
- e Cost/fees
- f Financial Stability
- g Conformance with Specifications of RFQ

Submittal Requirements Scoring

- 2 = Included
- 1 = Partially Included
- 0 = Not Included


Selection Criteria Scoring

- 5 = Excellent
- 4 = Above Average
- 3 = Average
- 2 = Fair/ Not Determinable
- 1 = Poor/Below Standard
- 0 = Did Not Respond

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: AUTHORIZATION TO ENTER INTO A LEASE -
PURCHASE FINANCING AGREEMENT WITH APPLE FINANCIAL
SERVICES**

BACKGROUND INFORMATION

In the past five years, Capistrano Unified School District has entered into over ten lease agreements with both Dell and Apple Financial Services. The District's school sites have utilized the leasing option to finance large technology expenditures to afford replacing and updating antiquated student computer labs. The lease option reduces upfront costs allowing school sites to purchase more systems as well as spread payments over period of three or four years with a \$1 buy-out option at the end of the lease term.

CURRENT CONSIDERATIONS

This agenda item pertains to the approval of the finance agreement with Apple Financial Services. A total of 139 iMac computers will be financed through four separate leases. Each of the school sites, Newhart Middle, Las Flores Middle, Ladera Elementary and Middle, have identified a funding source to meet the leasing terms. By processing these four leases together we are able to capture a lower finance interest rate.

FINANCIAL IMPLICATIONS

Exhibit A shows an amortization schedule and lease-purchase term for an Apple Lease Agreement. The fixed interest rate on this agreement is 2.9%. The District will sign and support these leases on behalf of the four schools. The school sites will fund these leases through gift funding, grants and PTA fund raising.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the Lease-Purchase Agreement with Apple Finance Services.

April 23, 2009

Capistrano Unified School District dba Ladera Ranch Middle School
Susan Holliday
33122 Valle Road
San Juan Capistrano, CA. 92675

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Susan Holliday:

The AFS Education Finance Program is pleased to assist Capistrano Unified School District dba Ladera Ranch Middle School ("Lessee") request for lease financing of equipment from Apple, Inc. ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for Capistrano Unified School District dba Ladera Ranch Middle School consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

Sent to Apple

- | | |
|---|--------------------------|
| ▪ Lease Schedule 6615021 – 049 | <input type="checkbox"/> |
| ▪ Contact information | <input type="checkbox"/> |
| ▪ Notice of Assignment | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements | <input type="checkbox"/> |
| ▪ 8038GC or G Tax Form | <input type="checkbox"/> |
| ▪ Amortization Schedule | <input type="checkbox"/> |
| ▪ Essential Use Audit | <input type="checkbox"/> |
| ▪ Advance Payment (if applicable) | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | <input type="checkbox"/> |
| ▪ Board Minutes (if applicable) | <input type="checkbox"/> |
| ▪ Certificate of Acceptance (if applicable) | <input type="checkbox"/> |

Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #209
Irving, TX. 75062
Attn: Alex Allen
 - Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

- One (1) purchase order and ship to location per lease agreement schedule.**
- Purchase Order Date

- Purchase Order Number
- Ship To Address – Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 469-586-2231.

Sincerely

Rochelle Bryant
AFS Education Finance Program
Contracts Administrator

Contact Information

Primary contact: Bob Jaccino, Buyer

Phone: (949) 234-9440

Fax: (949) 493-4083

Email: bjaccino@capousd.org

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Contacts during summer break

**If the same as above leave blank*

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Apple Inc. Education Price Quote

Customer: **CAPISTRANO UNIFIED SCHOOL DIST**
 susan holliday
 949-234-9463
 seholliday@capousd.org email

Apple Contact:

Kathi Koch
 1 Infinite Loop
 111-HOM
 Cupertino, CA 95014
 9494958685 phone
 866/877-8507 fax
 kkoch@apple.com

Apple Quote: **W45356992**
 Quote Date: **April 13, 2009**
 Quote Valid Until: **May 8, 2009**

Quote Comments:

Ladera Ranch Middle School 4 year lease equipment proposal

Quantity	Part Number	Description	Unit Price	Extended Price	Discount	Price After Discount	Estimated Price After Tax
1	Z0FN	iMac, 20-inch, 2.66GHz Intel Core 2 Duo	35	1,149.00	-45.96	1,103.04	38,606.40
2	S3043LL/A	4 yr. AppleCare Protection Plan for eMac/iMac - Auto Enroll	35	199.00	-796	191.04	6,686.40
3	M8572Z/A	MINI DISPLAYPORT TO VGA ADAPTER	1	29.00	-1.16	27.84	27.84
4	MA128G/B	APPLE REMOTE	1	19.00	-0.76	18.24	18.24

Edu List Price Total:	47,228.00
Total Discount:	-1,889.12
Extended Disc. Price Subtotal	45,338.88
CA Sales Tax @ 8.75%	3,382.09
eWaste Fee/ Recycling Fee	560.00
*Extended Discounted Total Price	49,280.97

*Standard shipping is complimentary. **Standard shipping is complimentary. If applicable, available recycle fees are included. *Standard shipping is complimentary.

Completing your order is easy.

- *Reference Apple Quote number W45356992 on your Purchase Order
- *Fax a copy of this quote with your Purchase Order: 866/877-8507

Apple, Inc.
 12545 Riata Vista Circle
 MS 198-3ED
 Austin, TX 78727

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE GO HERE TO APPLY FOR A CONTRACT. <http://www.apple.com/shorttermagreement/>
- IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **May 8, 2009** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SES #106967

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EXHIBIT A
 4 of 58

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
AFS Education Finance
Attn: Contracts
300 E. John Carpenter Fwy #209
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
6615021-049		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	April 23, 2009	06/15/2009	\$16,500.00

SOLD TO:

Capistrano Unified School District dba Ladera Ranch Middle School
Susan Holliday
33122 Valle Road
San Juan Capistrano, CA. 92675

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
6615021-049	06/15/2009	Advanced Lease Payment	\$16,500.00

*****Please return your payment with this invoice. *****

AFS Education Finance
CERTIFICATE OF ACCEPTANCE

AGREEMENT # 6615021-049

LESSEE: Capistrano Unified School District dba Ladera Ranch Middle School 33122 Valle Road San Juan Capistrano, CA. 92675	LESSOR: Apple, Inc. 300 E. John Carpenter Fwy #209 Irving, TX. 75062
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<u>QUANTITY</u>	<u>EQUIPMENT MODEL & DESCRIPTION</u>	<u>SERIAL NUMBER</u>

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE, INC. THAT:

- 1. THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.**
- 2. THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.**
- 3. THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.**
- 4. THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.**
- 5. YOU ARE IN THE PROCESS OF REMITING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____**

LESSEE: Capistrano Unified School District dba Ladera Ranch Middle School

BY: _____

TITLE: Director, Purchasing

DATE: _____

Insurance Coverage Requirements

To: Apple, Inc.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Subject: INSURANCE COVERAGE REQUIREMENTS

- () 1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

<u>ASCIP</u>		<u>562-403-4640</u>
Name of Insurance Agent		Phone Number
<u>12750 Center Court Drive #220</u>		
Address		
<u>Cerritos</u>	<u>CA</u>	<u>90703</u>
City	State	Zip

to issue:

All-Risk Physical Damage Insurance on the leased equipment evidenced by an ACORD Form 27 and Long Form Loss Payable Clause, naming Apple, Inc. and/or its assigns as Loss Payee.

Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

Lessee: Capistrano Unified School District dba Ladera
Ranch Middle School

By: _____

Title: Director, Purchasing

Date: _____

OR

- () 2. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Lessee: Capistrano Unified School District dba Ladera
Ranch Middle School

By: _____

Title: _____

Date: _____

NOTICE OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 049 (the "Lease") to the Master Lease Purchase Agreement 6615021 dated _____, by and between Assignor and Capistrano Unified School District dba Ladera Ranch Middle School ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Apple, Inc.
Assignor

**Master Lease Purchase Agreement # 6615021
Lease Schedule # 049**

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

LESSEE: Capistrano Unified School District
dba Ladera Ranch Middle School
33122 Valle Road
San Juan Capistrano, CA. 92675

Apple personal computers, servers, and networking equipment not to exceed **\$49,280.97**. Equipment configuration to be determined by invoices presented to Apple, Inc. as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

TRANSACTION SUMMARY

OF RENTS: 1 @ \$16,500.00, 3 @ \$11,587.72 (net of applicable taxes)

Equipment Cost \$49,280.97

PAYABLE: Annual on 06/15/2009, 06/15/2010, 06/15/2011, 06/15/2012

E-waste \$560.00
Discount \$(2,428.00)

LEASE TERM: 48 Months LEASE RATE: .35217/.24732

Tax \$ 3,382.09

Effective Interest Rate based on Total Cost to Lessor's Assignee: 6.46%

Promotional Interest Rate based on Equipment Cost: 2.78%

Total Cost to Lessor's Assignee \$46,852.97

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 FMV Other

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Susan Holliday 949-234-9200

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:

PROPOSED BY:

LESSOR: APPLE, INC.

LESSEE: Capistrano Unified School District
dba Ladera Ranch Middle School

BY: _____

BY: _____

TITLE _____

TITLE: Director, Purchasing

DATE: _____

DATE: _____ FED TAX ID #: 95-2321055

Essential Use Audit

Lessee Contact Name / Position _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? _____

2) Is any equipment to be leased replacing any existing equipment? Yes No (If No, proceed to question 3)

What percentage of the equipment to be leased is replacement? _____ %

How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs

Why is the existing equipment being replaced? _____

What will be done with the replaced equipment? _____

3) For what purpose is the equipment being acquired? (Provide detail if possible.)

Educational Use (Such as Schools or Universities)

Administrative Use (Such as State or County Offices)

Outdoor Use (Such as Golf Course or Public Common Areas)

Other Use _____

4) Was the equipment/lease placed for competitive bid? Yes No

If No, why was a bid not required?

Covered under state contract (Contract name and # _____)

Size of transaction does not require competitive bid (What documentation _____)

Transaction exempt from bidding process pursuant to current statutes (statute # _____)

(Please attach copy of statute if available)

Other _____

5) What is the source of funds for repayment of this obligation?

Local Property Taxes

State Unrestricted Revenues

Federal Financial Assistance

Chapter I

Chapter II

Other _____

Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No
If No, why is the obligation not included in an approved budget? _____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No

If Yes, please provide details _____

8) Will a Purchase Order be issued for this transaction? _____

9) Is a Purchase Order # required on the Invoice for prompt payment? _____

Completed By: _____
Signature Title Printed Name Phone

(If Vendor does not wish us to make the contact, an authorized signer for the Lease must sign this Essential Use Audit document. We reserve the right to make an follow up call to clarify any questions.)

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return ►

1 Issuer's name Capistrano Unified School District dba Ladera Ranch Middle School		2 Issuer's employer identification number 95 ; 2321055	
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road			Room/suite
4 City, town, or post office, state, and ZIP code San Juan Capistrano, CA. 92675		5 Report number 5	
6 Name and title of officer or legal representative whom the IRS may call for more information Terry Fluent, Director, Purchasing		7 Telephone number of officer or legal representative (949) 234-9436	

Part II Description of Obligations Check if reporting: a single issue or on a consolidated basis

8a Issue price of obligation(s) (see instructions)	
b Issue date (single issue) or calendar year (consolidated) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a:	
a Used to refund prior issue(s)	
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box	<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

 Issuer's authorized representative

 Date

► **Terry Fluent, Director, Purchasing**
 Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T**, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038**, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 1 hr., 58 min.

Preparing the form 3 hr., 3 min.

Copying, assembling, and sending the form to the IRS . . . 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see **Where To File** on page 1.

(School or District Letterhead)

Date

AFS Education Finance
Attn: Rochelle Bryant
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Rochelle,

The Capistrano Unified School District will accept partial shipment of the computer equipment as described on our PO # _____. Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Ladera Ranch Middle School
 Exhibit to Lease Schedule No. 6615021-049

GROSS CONTRACT	51,263.16	6.46% ANNUAL INTEREST RATE
GROSS FINANCE	4,410.19	4,410.15
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	16,500.00	
PRESENT VALUE	46,852.97	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	46,852.97	0.00	46,852.97	252.04	(252.04)
1	47,105.01	16,500.00	30,605.01	164.66	16,335.34
2	30,769.66	0.00	30,769.66	165.54	(165.54)
3	30,935.20	0.00	30,935.20	166.43	(166.43)
4	31,101.64	0.00	31,101.64	167.33	(167.33)
5	31,268.97	0.00	31,268.97	168.23	(168.23)
6	31,437.19	0.00	31,437.19	169.13	(169.13)
7	31,606.33	0.00	31,606.33	170.04	(170.04)
8	31,776.37	0.00	31,776.37	170.96	(170.96)
9	31,947.33	0.00	31,947.33	171.88	(171.88)
10	32,119.21	0.00	32,119.21	172.80	(172.80)
11	32,292.01	0.00	32,292.01	173.73	(173.73)
12	32,465.74	0.00	32,465.74	174.67	(174.67)
13	32,640.41	11,587.72	21,052.69	113.26	11,474.46
14	21,165.95	0.00	21,165.95	113.87	(113.87)
15	21,279.83	0.00	21,279.83	114.49	(114.49)
16	21,394.31	0.00	21,394.31	115.10	(115.10)
17	21,509.42	0.00	21,509.42	115.72	(115.72)
18	21,625.14	0.00	21,625.14	116.34	(116.34)
19	21,741.48	0.00	21,741.48	116.97	(116.97)
20	21,858.45	0.00	21,858.45	117.60	(117.60)
21	21,976.05	0.00	21,976.05	118.23	(118.23)
22	22,094.28	0.00	22,094.28	118.87	(118.87)
23	22,213.15	0.00	22,213.15	119.51	(119.51)
24	22,332.66	0.00	22,332.66	120.15	(120.15)
25	22,452.81	11,587.72	10,865.09	58.45	11,529.27
26	10,923.54	0.00	10,923.54	58.77	(58.77)
27	10,982.31	0.00	10,982.31	59.09	(59.09)
28	11,041.40	0.00	11,041.40	59.40	(59.40)
29	11,100.80	0.00	11,100.80	59.72	(59.72)
30	11,160.52	0.00	11,160.52	60.04	(60.04)
31	11,220.57	0.00	11,220.57	60.37	(60.37)
32	11,280.94	0.00	11,280.94	60.69	(60.69)
33	11,341.63	0.00	11,341.63	61.02	(61.02)
34	11,402.65	0.00	11,402.65	61.35	(61.35)
35	11,463.99	0.00	11,463.99	61.68	(61.68)
36	11,525.67	0.00	11,525.67	62.01	(62.01)
37	11,587.68	11,587.72	(0.04)	(0.00)	11,587.72
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Ladera Ranch Middle School
 Exhibit to Lease Schedule No. 6615021-049

GROSS CONTRACT	51,263.16	2.78% ANNUAL INTEREST RATE
GROSS FINANCE	1,982.19	1,982.15
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	16,500.00	
PRESENT VALUE	49,280.97	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	49,280.97	0.00	49,280.97	114.04	(114.04)
1	49,395.01	16,500.00	32,895.01	76.15	16,423.85
2	32,971.16	0.00	32,971.16	76.32	(76.32)
3	33,047.49	0.00	33,047.49	76.50	(76.50)
4	33,123.99	0.00	33,123.99	76.68	(76.68)
5	33,200.66	0.00	33,200.66	76.86	(76.86)
6	33,277.52	0.00	33,277.52	77.03	(77.03)
7	33,354.55	0.00	33,354.55	77.21	(77.21)
8	33,431.76	0.00	33,431.76	77.39	(77.39)
9	33,509.15	0.00	33,509.15	77.57	(77.57)
10	33,586.72	0.00	33,586.72	77.75	(77.75)
11	33,664.47	0.00	33,664.47	77.93	(77.93)
12	33,742.40	0.00	33,742.40	78.11	(78.11)
13	33,820.51	11,587.72	22,232.79	51.47	11,536.25
14	22,284.26	0.00	22,284.26	51.59	(51.59)
15	22,335.84	0.00	22,335.84	51.70	(51.70)
16	22,387.55	0.00	22,387.55	51.82	(51.82)
17	22,439.37	0.00	22,439.37	51.94	(51.94)
18	22,491.31	0.00	22,491.31	52.06	(52.06)
19	22,543.38	0.00	22,543.38	52.18	(52.18)
20	22,595.56	0.00	22,595.56	52.31	(52.31)
21	22,647.87	0.00	22,647.87	52.43	(52.43)
22	22,700.30	0.00	22,700.30	52.55	(52.55)
23	22,752.84	0.00	22,752.84	52.67	(52.67)
24	22,805.51	0.00	22,805.51	52.79	(52.79)
25	22,858.31	11,587.72	11,270.59	26.09	11,561.63
26	11,296.68	0.00	11,296.68	26.15	(26.15)
27	11,322.83	0.00	11,322.83	26.21	(26.21)
28	11,349.04	0.00	11,349.04	26.27	(26.27)
29	11,375.31	0.00	11,375.31	26.33	(26.33)
30	11,401.64	0.00	11,401.64	26.39	(26.39)
31	11,428.03	0.00	11,428.03	26.45	(26.45)
32	11,454.49	0.00	11,454.49	26.52	(26.52)
33	11,481.00	0.00	11,481.00	26.58	(26.58)
34	11,507.58	0.00	11,507.58	26.64	(26.64)
35	11,534.22	0.00	11,534.22	26.70	(26.70)
36	11,560.92	0.00	11,560.92	26.76	(26.76)
37	11,587.68	11,587.72	(0.04)	(0.00)	11,587.72
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

April 23, 2009

Capistrano Unified School District
dba Ladera Ranch Elementary School
Susan Holliday
33122 Valle Road
San Juan Capistrano, CA. 92675

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Susan Holliday:

The AFS Education Finance Program is pleased to assist Capistrano Unified School District dba Ladera Ranch Elementary School ("Lessee") request for lease financing of equipment from Apple, Inc. ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for Capistrano Unified School District dba Ladera Ranch Elementary School consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

Sent to Apple

- | | |
|---|--------------------------|
| ▪ Lease Schedule 6615021-050 | <input type="checkbox"/> |
| ▪ Contact information | <input type="checkbox"/> |
| ▪ Notice of Assignment | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements | <input type="checkbox"/> |
| ▪ 8038GC or G Tax Form | <input type="checkbox"/> |
| ▪ Amortization Schedule | <input type="checkbox"/> |
| ▪ Essential Use Audit | <input type="checkbox"/> |
| ▪ Certificate of Incumbency | <input type="checkbox"/> |
| ▪ Advance Payment (if applicable) | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | <input type="checkbox"/> |
| ▪ Board Minutes (if applicable) | <input type="checkbox"/> |
| ▪ Certificate of Acceptance (if applicable) | <input type="checkbox"/> |

A copy of the Board Resolution approving the 2009 Tech Acquisition is required.

Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #209
Irving, TX. 75062
Attn: Rochelle Bryant
- Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information **must** be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- Purchase Order Date
- Purchase Order Number
- Ship To Address – Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 469-586-2231.

Sincerely

Rochelle Bryant
AFS Education Finance Program
Contracts Administrator

Contact Information

Primary contact: Bob Jaccino, Buyer

Phone: 949-234-9440

Fax: 949-493-4083

Email: bjaccino@capousd.org

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Contacts during summer break

**If the same as above leave blank*

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Apple Inc. Education Price Quote

Customer: **CAPISTRANO UNIFIED SCHOOL DIST**
 susan holliday
 949-234-9463
 seholliday@capousd.org email

Apple, Inc.

Kathi Koch
 1 Infinite Loop
 111-HOM
 Cupertino, CA 95014
 9494958685 phone
 866/877-8507 fax
 kkoch@apple.com

Apple Quote: **W45360162**
 Quote Date: **April 13, 2009**
 Quote Valid Until: **May 8, 2009**

Quote Comments:

Ladera Ranch Elementary School 4 year lease equipment

Part Number	Details & Comments	Qty	Unit List Price	Amount Discounted	Unit Discounted Price	Extended Disc. Price
1	Z0GN iMac, 20-inch 065-8592 160GB Serial ATA Drive 065-8590 2GB 1066MHz DDR3 SDRAM - 2x1GB 065-8596 Accessory kit 065-8595 Apple Keyboard (English) + User's Guide	35	944.00	-37.76	906.24	31,718.40
2	S3043LL/A SVC.IMAC 4YR AC PROTECTIONPLAN ED	35	199.00	-7.96	191.04	6,686.40
Edu List Price Total:						40,005.00
Total Discount:						-1,600.20
Extended Disc. Price Subtotal						38,404.80
CA Sales Tax @ 8.75%						2,775.36
eWaste Fee/ Recycling Fee						560.00
*Extended Discounted Total Price						41,740.16

*In most cases, Extended Discounted Total Price does not include sales tax.
 If applicable, accessories and fees are included. Standard shipping is complimentary.

Completing your order is easy:

- *Reference Apple Quote number W45360162 on your Purchase Order
- *Fax a copy of this quote with your Purchase Order: 866/877-8507

Apple, Inc.
 12545 Riata Vista Circle
 MS 198-3ED
 Austin, TX 78727

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE GO HERE TO APPLY FOR A CONTRACT. <http://wss.apple.com/shorttermagreement/>
- B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL May 8, 2009
 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SES #107066

Copyright © 2008 Apple Inc. All rights reserved.

EXHIBIT A
 19 of 58

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
AFS Education Finance
Attn: Alex Allen
300 E. John Carpenter Fwy #209
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
6615021-050		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	April 23, 2009	06/15/2009	\$13,500.00

SOLD TO:

Capistrano Unified School District
 dba Ladera Ranch Elementary School
 Susan Holliday
 33122 Valle Road
 San Juan Capistrano, CA. 92675

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
6615021-050	06/15/2009	Advanced Lease Payment	\$13,500.00

*****Please return your payment with this invoice.*****

AFS Education Finance
CERTIFICATE OF ACCEPTANCE

AGREEMENT # 6615021-050

LESSEE: Capistrano Unified School District dba Ladera Ranch Elementary School 33122 Valle Road San Juan Capistrano, CA. 92675	LESSOR: Apple, Inc. 300 E. John Carpenter Fwy #209 Irving, TX. 75062
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<u>QUANTITY</u>	<u>EQUIPMENT MODEL & DESCRIPTION</u>	<u>SERIAL NUMBER</u>

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE, INC. THAT:

1. **THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.**
2. **THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.**
3. **THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.**
4. **THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.**
5. **YOU ARE IN THE PROCESS OF REMITING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____**

LESSEE: Capistrano Unified School District dba Ladera Ranch Elementary School

BY: _____

TITLE: Director, Purchasing

DATE: _____

Insurance Coverage Requirements

To: Apple, Inc.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Subject: INSURANCE COVERAGE REQUIREMENTS

- () 1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

<u>ASCIP</u>		<u>562-403-4640</u>
Name of Insurance Agent		Phone Number
<u>12750 Center Court Drive #220</u>		
Address		
<u>Cerritos</u>	<u>CA</u>	<u>90703</u>
City	State	Zip

to issue:

All-Risk Physical Damage Insurance on the leased equipment evidenced by an ACORD Form 27 and Long Form Loss Payable Clause, naming Apple, Inc.and/or its assigns as Loss Payee.

Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc.and/or its assigns as Loss Payee.

Lessee: Capistrano Unified School District dba Ladera Ranch

Elementary School

By: _____

Title: Director, Purchasing

Date: _____

OR

- () 2. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statue authorizing this form of insurance.

Lessee: Capistrano Unified School District dba Ladera Ranch

Elementary School

By: _____

Title: _____

Date: _____

NOTICE OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 050 (the "Lease") to the Master Lease Purchase Agreement 6615021 dated _____, by and between Assignor and Capistrano Unified School District dba Ladera Ranch Elementary School ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Apple, Inc.
Assignor

**Master Lease Purchase Agreement # 6615021
Lease Schedule # 050**

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

LESSEE: Capistrano Unified School District
dba Ladera Ranch Elementary School
33122 Valle Road
San Juan Capistrano, CA. 92675

Apple personal computers, servers, and networking equipment not to exceed **\$41,740.16**. Equipment configuration to be determined by invoices presented to Apple, Inc. as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 1 @ \$13,500.00, 3 @ \$10,003.30 (net of applicable taxes)

PAYABLE: Annual in advance due 06/15/2009, 06/15/2010, 06/15/2011, 06/15/2012

LEASE TERM: 48 Months LEASE RATE: .34043/.25226

Effective Interest Rate based on Total Cost to Lessor's Assignee: 6.55%

Promotional Interest Rate based on Equipment Cost: 2.88%

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 ___ FMV ___ Other

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Susan Holliday 949-234-9200

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

TRANSACTION SUMMARY

Equipment Cost \$38,404.80

E-waste \$ 560.00
Discount \$ (2,085.00)

Tax \$ 2,775.36

Total Cost to
Lessor's Assignee \$39,655.16

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:
LESSOR: APPLE, INC.

BY: _____

TITLE: _____

DATE: _____

PROPOSED BY:

LESSEE: Capistrano Unified School District
dba Ladera Ranch Elementary School

BY: _____

TITLE: Director, Purchasing

DATE: _____ FED TAX ID #: 95-2321055

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

(Rev. November 2000)

► Under Internal Revenue Code section 149(e)

Department of the Treasury
Internal Revenue Service

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Capistrano Unified School District dba Ladera Ranch Middle School	2 Issuer's employer identification number 95 : 2321055		
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road		Room/suite	
4 City, town, or post office, state, and ZIP code San Juan Capistrano, CA. 92675		5 Report number 5	
6 Name and title of officer or legal representative whom the IRS may call for more information Terry Fluent, Director, Purchasing		7 Telephone number of officer or legal representative (949)234-9436	

Part II Description of Obligations Check if reporting: a single issue or on a consolidated basis

8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar year (consolidated) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a:	
a Used to refund prior issue(s)	9a
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box	<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

► _____	_____	► Terry Fluent, Director, Purchas
Issuer's authorized representative	Date	Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:
● More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see **Where To File** on page 1.

(School or District Letterhead)

Date

AFS Education Finance
Attn: Rochelle Bryant
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Rochelle,

The Capistrano Unified School District will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Ladera Ranch Elementary School
 Exhibit to Lease Schedule No. 6615021-050

GROSS CONTRACT	43,509.90	6.55% ANNUAL INTEREST RATE
GROSS FINANCE	3,854.74	3,854.70
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	13,500.00	
PRESENT VALUE	39,655.16	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	39,655.16	0.00	39,655.16	216.44	(216.44)
1	39,871.60	13,500.00	26,371.60	143.96	13,356.04
2	26,515.57	0.00	26,515.57	144.75	(144.75)
3	26,660.32	0.00	26,660.32	145.54	(145.54)
4	26,805.86	0.00	26,805.86	146.33	(146.33)
5	26,952.19	0.00	26,952.19	147.13	(147.13)
6	27,099.32	0.00	27,099.32	147.94	(147.94)
7	27,247.26	0.00	27,247.26	148.74	(148.74)
8	27,396.00	0.00	27,396.00	149.56	(149.56)
9	27,545.56	0.00	27,545.56	150.37	(150.37)
10	27,695.93	0.00	27,695.93	151.19	(151.19)
11	27,847.12	0.00	27,847.12	152.02	(152.02)
12	27,999.14	0.00	27,999.14	152.85	(152.85)
13	28,151.99	10,003.30	18,148.69	99.07	9,904.23
14	18,247.76	0.00	18,247.76	99.62	(99.62)
15	18,347.38	0.00	18,347.38	100.16	(100.16)
16	18,447.54	0.00	18,447.54	100.71	(100.71)
17	18,548.24	0.00	18,548.24	101.26	(101.26)
18	18,649.50	0.00	18,649.50	101.81	(101.81)
19	18,751.31	0.00	18,751.31	102.36	(102.36)
20	18,853.67	0.00	18,853.67	102.92	(102.92)
21	18,956.59	0.00	18,956.59	103.48	(103.48)
22	19,060.08	0.00	19,060.08	104.05	(104.05)
23	19,164.13	0.00	19,164.13	104.62	(104.62)
24	19,268.74	0.00	19,268.74	105.19	(105.19)
25	19,373.93	10,003.30	9,370.63	51.15	9,952.15
26	9,421.79	0.00	9,421.79	51.43	(51.43)
27	9,473.22	0.00	9,473.22	51.71	(51.71)
28	9,524.94	0.00	9,524.94	52.00	(52.00)
29	9,576.93	0.00	9,576.93	52.28	(52.28)
30	9,629.21	0.00	9,629.21	52.57	(52.57)
31	9,681.78	0.00	9,681.78	52.85	(52.85)
32	9,734.63	0.00	9,734.63	53.14	(53.14)
33	9,787.77	0.00	9,787.77	53.43	(53.43)
34	9,841.21	0.00	9,841.21	53.72	(53.72)
35	9,894.93	0.00	9,894.93	54.02	(54.02)
36	9,948.95	0.00	9,948.95	54.31	(54.31)
37	10,003.26	10,003.30	(0.04)	(0.00)	10,003.30
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Ladera Ranch Elementary School
 Exhibit to Lease Schedule No. 6615021-050

GROSS CONTRACT	43,509.90	2.88% ANNUAL INTEREST RATE
GROSS FINANCE	1,769.74	1,769.70
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	13,500.00	
PRESENT VALUE	41,740.16	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	41,740.16	0.00	41,740.16	100.12	(100.12)
1	41,840.28	13,500.00	28,340.28	68.00	13,432.00
2	28,408.28	0.00	28,408.28	68.16	(68.16)
3	28,476.44	0.00	28,476.44	68.33	(68.33)
4	28,544.77	0.00	28,544.77	68.49	(68.49)
5	28,613.26	0.00	28,613.26	68.66	(68.66)
6	28,681.92	0.00	28,681.92	68.82	(68.82)
7	28,750.74	0.00	28,750.74	68.99	(68.99)
8	28,819.73	0.00	28,819.73	69.15	(69.15)
9	28,888.88	0.00	28,888.88	69.32	(69.32)
10	28,958.19	0.00	28,958.19	69.48	(69.48)
11	29,027.68	0.00	29,027.68	69.65	(69.65)
12	29,097.33	0.00	29,097.33	69.82	(69.82)
13	29,167.15	10,003.30	19,163.85	45.98	9,957.32
14	19,209.83	0.00	19,209.83	46.09	(46.09)
15	19,255.92	0.00	19,255.92	46.20	(46.20)
16	19,302.12	0.00	19,302.12	46.31	(46.31)
17	19,348.44	0.00	19,348.44	46.43	(46.43)
18	19,394.86	0.00	19,394.86	46.54	(46.54)
19	19,441.40	0.00	19,441.40	46.65	(46.65)
20	19,488.05	0.00	19,488.05	46.76	(46.76)
21	19,534.81	0.00	19,534.81	46.87	(46.87)
22	19,581.68	0.00	19,581.68	46.99	(46.99)
23	19,628.67	0.00	19,628.67	47.10	(47.10)
24	19,675.77	0.00	19,675.77	47.21	(47.21)
25	19,722.98	10,003.30	9,719.68	23.32	9,979.98
26	9,743.00	0.00	9,743.00	23.38	(23.38)
27	9,766.38	0.00	9,766.38	23.43	(23.43)
28	9,789.81	0.00	9,789.81	23.49	(23.49)
29	9,813.30	0.00	9,813.30	23.55	(23.55)
30	9,836.85	0.00	9,836.85	23.60	(23.60)
31	9,860.45	0.00	9,860.45	23.66	(23.66)
32	9,884.11	0.00	9,884.11	23.72	(23.72)
33	9,907.83	0.00	9,907.83	23.77	(23.77)
34	9,931.60	0.00	9,931.60	23.83	(23.83)
35	9,955.43	0.00	9,955.43	23.89	(23.89)
36	9,979.32	0.00	9,979.32	23.94	(23.94)
37	10,003.26	10,003.30	(0.04)	(0.00)	10,003.30
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

April 23, 2009

Capistrano Unified School District
dba Las Flores Middle School
Susan Holliday
33122 Valley Road
San Juan Capistrano, CA. 92675

RE: Lease of Equipment from Apple, Inc. ("Apple")

Dear Susan Holliday:

The AFS Education Finance Program is pleased to assist Capistrano Unified School District dba Las Flores Middle School ("Lessee") request for lease financing of equipment from Apple, Inc. ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for Capistrano Unified School District dba Las Flores Middle School consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

Sent to Apple

- | | | |
|---|--|--------------------------|
| ▪ | | <input type="checkbox"/> |
| ▪ Lease Schedule 6615021 – 051 | | <input type="checkbox"/> |
| ▪ Contact information | | <input type="checkbox"/> |
| ▪ Notice of Assignment | | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements | | <input type="checkbox"/> |
| ▪ 8038GC or G Tax Form | | <input type="checkbox"/> |
| ▪ Amortization Schedule | | <input type="checkbox"/> |
| ▪ Essential Use Audit | | <input type="checkbox"/> |
| ▪ Advance Payment (if applicable) | | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | | <input type="checkbox"/> |
| ▪ Board Minutes (if applicable) | | <input type="checkbox"/> |
| ▪ Certificate of Acceptance (if applicable) | | <input type="checkbox"/> |

Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #209
Irving, TX. 75062
Attn: Rochelle Bryant
 - Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- Purchase Order Date
- Purchase Order Number
- Ship To Address – Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 469-586-2231.

Sincerely

Rochelle Bryant
AFS Education Finance Program
Contracts Administrator

Contact Information

Primary contact: Bob Jaccino, Buyer

Phone: 949-234-9440

Fax: 949-493-4083

Email: bjaccino@capousd.org

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Contacts during summer break

**If the same as above leave blank*

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Apple Inc. Education Price Quote

Customer: **CAPISTRANO UNIFIED SCHOOL DIST**
 susan holliday
 949-234-9463
 seholliday@capousd.org email

Apple Inc.
 Kathi Koch
 1 Infinite Loop
 111-HOM
 Cupertino, CA 95014
 9494958685 phone
 866/877-8507 fax
 kkoch@apple.com

Apple Order: **W45359847**
 Quote Date: **April 13, 2009**
 Quote Valid Until: **May 8, 2009**

Quote Comments:

Las Flores Middle School 3 year lease equipment proposal

Part Number	Details & Comments	Qty	Unit List Price	Amount Discounted	Unit Discounted Price	Extended Disc. Price
1	MB417LL/A iMac, 20-inch, 2.66GHz Intel Core 2 Duo	33	1,149.00	-45.96	1,103.04	36,400.32
2	S3128LL/A AppleCare Protection Plan for iMac - Auto-enroll	33	119.00	-4.76	114.24	3,769.92
3	MB572Z/A Mini-DisplayPort to VGA Adapter	1	29.00	-1.16	27.84	27.84
4	MA128G/B Apple Remote	1	19.00	-0.76	18.24	18.24

Edu List Price Total:	41,892.00
Total Discount:	-1,675.68
Extended Disc. Price Subtotal	40,216.32
CA Sales Tax @ 8.75%	3,189.06
eWaste Fee/ Recycling Fee	528.00
*Extended Discounted Total Price	43,933.38

*In many cases, Extended Discounted Total Price does not include sales tax. If applicable, this amount is included. *Standard shipping is complimentary.

Completing your order is easy:

- *Reference Apple Quote number W45359847 on your Purchase Order
- *Fax a copy of this quote with your Purchase Order: 866/877-8507

Apple, Inc.
12545 Riata Vista Circle
MS 198-3ED
Austin, TX 78727

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE GO HERE TO APPLY FOR A CONTRACT. <http://www.apple.com/shorttermagreement/>
- B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL May 8, 2009 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SES #

Copyright © 2008 Apple Inc. All rights reserved.

EXHIBIT A
34 of 58

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
AFS Education Finance
Attn: Contracts
300 E. John Carpenter Fwy #209
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
6615021-051		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	April 23, 2009	06/15/2009	\$15,000.00

SOLD TO:

Capistrano Unified School District
 dba Las Flores Middle School
 Susan Holliday
 33122 Valley Road
 San Juan Capistrano, CA. 92675

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
6615021-051	06/15/2009	Advanced Lease Payment	\$15,000.00

*****Please return your payment with this invoice.*****

**AFS Education Finance
CERTIFICATE OF ACCEPTANCE**

AGREEMENT # 6615021-051

LESSEE: Capistrano Unified School District dba Las Flores Middle School 33122 Valley Road San Juan Capistrano, CA. 92675	LESSOR: Apple, Inc. 300 E. John Carpenter Fwy #209 Irving, TX. 75062
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<u>QUANTITY</u>	<u>EQUIPMENT MODEL & DESCRIPTION</u>	<u>SERIAL NUMBER</u>

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE, INC. THAT:

- 1. THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.**
- 2. THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.**
- 3. THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.**
- 4. THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.**
- 5. YOU ARE IN THE PROCESS OF REMITTING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____**

LESSEE: Capistrano Unified School District
 dba Las Flores Middle School

BY: _____

TITLE: Director, Purchasing

DATE: _____

Insurance Coverage Requirements

To: Apple, Inc.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Subject: INSURANCE COVERAGE REQUIREMENTS

- () 1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

ASCIP	562-403-4640
Name of Insurance Agent	Phone Number
12750 Center Court Drive #220	
Address	
Cerritos	CA
City	State
	90703
	Zip

to issue:

All-Risk Physical Damage Insurance on the leased equipment evidenced by an ACORD Form 27 and Long Form Loss Payable Clause, naming Apple, Inc. and/or its assigns as Loss Payee.

Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

Lessee: Capistrano Unified School District dba Las Flores
Middle School

By: _____

Title: Director, Purchasing

Date: _____

OR

- () 2. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Lessee: Capistrano Unified School District dba Las Flores
Middle School

By: _____

Title: _____

Date: _____

NOTICE OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 051 (the "Lease") to the Master Lease Purchase Agreement 6615021 dated _____, by and between Assignor and Capistrano Unified School District dba Las Flores Middle School ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Apple, Inc.
Assignor

**Master Lease Purchase Agreement # 6615021
Lease Schedule # 051**

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

LESSEE: Capistrano Unified School District
dba Las Flores Middle School
33122 Valley Road
San Juan Capistrano, CA. 92675

Apple personal computers, servers, and networking equipment not to exceed **\$43,933.38**. Equipment configuration to be determined by invoices presented to Apple, Inc. as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 1 @ \$15,000.00; 2 @ \$15,154.40 (net of applicable taxes)

PAYABLE: Annual due on 06/15/2009, 06/15/2010, 06/15/2011

LEASE TERM: 48 Months LEASE RATE: .35669/.36037

Effective Interest Rate based on Total Cost to Lessor's Assignee: 6.70%

Promotional Interest Rate based on Equipment Cost: 2.87%

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 FMV Other

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Susan Holliday 949-234-9200

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

TRANSACTION SUMMARY

Equipment Cost	\$43,933.38
E-waste	\$528.00
Discount	\$(1,881.21)
Tax	\$3,189.06
Total Cost to Lessor's Assignee	\$42,052.17

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:

LESSOR: APPLE, INC.

BY: _____

TITLE _____

DATE: _____

PROPOSED BY:

LESSEE: Capistrano Unified School District
dba Las Flores Middle School

BY: _____

TITLE: Director, Purchasing

DATE: _____ FED TAX ID #: 95-2321055

(School or District Letterhead)

Date

AFS Education Finance
Attn: Rochelle Bryant
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Rochelle,

The Capistrano Unified School District will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name Capistrano Unified School District dba Ladera Ranch Middle School		2 Issuer's employer identification number 95 : 2321055	
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road			Room/suite
4 City, town, or post office, state, and ZIP code San Juan Capistrano, CA. 92675		5 Report number 5	
6 Name and title of officer or legal representative whom the IRS may call for more information Terry Fluent, Director, Purchasing		7 Telephone number of officer or legal representative (949) 234-9436	

Part II Description of Obligations Check if reporting: a single issue or on a consolidated basis

8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar year (consolidated) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a:	
a Used to refund prior issue(s)	9a
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box	<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

_____ Date **Terry Fluent, Director, Purchasing**
 Issuer's authorized representative Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T**, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038**, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4**, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 1 hr., 58 min.

Preparing the form 3 hr., 3 min.

Copying, assembling, and sending the form to the IRS . . . 16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Las Flores Middle School
 Exhibit to Lease Schedule No. 6615021-051

GROSS CONTRACT	45,308.80	6.70% ANNUAL INTEREST RATE
GROSS FINANCE	3,256.63	3,256.58
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	15,000.00	
PRESENT VALUE	42,052.17	

N K	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	42,052.17	0.00	42,052.17	234.76	(234.76)
1	42,286.93	15,000.00	27,286.93	152.35	14,847.65
2	27,439.28	0.00	27,439.28	153.20	(153.20)
3	27,592.48	0.00	27,592.48	154.06	(154.06)
4	27,746.54	0.00	27,746.54	154.92	(154.92)
5	27,901.46	0.00	27,901.46	155.78	(155.78)
6	28,057.24	0.00	28,057.24	156.65	(156.65)
7	28,213.89	0.00	28,213.89	157.53	(157.53)
8	28,371.42	0.00	28,371.42	158.41	(158.41)
9	28,529.83	0.00	28,529.83	159.29	(159.29)
10	28,689.12	0.00	28,689.12	160.18	(160.18)
11	28,849.30	0.00	28,849.30	161.08	(161.08)
12	29,010.38	0.00	29,010.38	161.97	(161.97)
13	29,172.35	15,154.40	14,017.95	78.27	15,076.13
14	14,096.22	0.00	14,096.22	78.70	(78.70)
15	14,174.92	0.00	14,174.92	79.14	(79.14)
16	14,254.07	0.00	14,254.07	79.59	(79.59)
17	14,333.65	0.00	14,333.65	80.03	(80.03)
18	14,413.68	0.00	14,413.68	80.48	(80.48)
19	14,494.16	0.00	14,494.16	80.93	(80.93)
20	14,575.09	0.00	14,575.09	81.38	(81.38)
21	14,656.46	0.00	14,656.46	81.83	(81.83)
22	14,738.29	0.00	14,738.29	82.29	(82.29)
23	14,820.58	0.00	14,820.58	82.75	(82.75)
24	14,903.33	0.00	14,903.33	83.21	(83.21)
25	14,986.54	0.00	14,986.54	83.67	(83.67)
26	15,070.22	0.00	15,070.22	84.14	(84.14)
27	15,154.36	15,154.40	(0.04)	(0.00)	15,154.40
28	(0.04)	0.00	(0.04)	(0.00)	0.00
29	(0.04)	0.00	(0.04)	(0.00)	0.00
30	(0.04)	0.00	(0.04)	(0.00)	0.00
31	(0.04)	0.00	(0.04)	(0.00)	0.00
32	(0.04)	0.00	(0.04)	(0.00)	0.00
33	(0.04)	0.00	(0.04)	(0.00)	0.00
34	(0.04)	0.00	(0.04)	(0.00)	0.00
35	(0.04)	0.00	(0.04)	(0.00)	0.00
36	(0.04)	0.00	(0.04)	(0.00)	0.00
37	(0.04)	0.00	(0.04)	(0.00)	0.00
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Las Flores Middle School
 Exhibit to Lease Schedule No. 6615021-051

GROSS CONTRACT	45,308.80	2.87% ANNUAL INTEREST RATE
GROSS FINANCE	1,375.42	1,375.38
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	15,000.00	
PRESENT VALUE	43,933.38	

IN	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	43,933.38	0.00	43,933.38	104.86	(104.86)
1	44,038.24	15,000.00	29,038.24	69.33	14,930.67
2	29,107.57	0.00	29,107.57	69.50	(69.50)
3	29,177.07	0.00	29,177.07	69.66	(69.66)
4	29,246.73	0.00	29,246.73	69.83	(69.83)
5	29,316.56	0.00	29,316.56	70.00	(70.00)
6	29,386.56	0.00	29,386.56	70.16	(70.16)
7	29,456.72	0.00	29,456.72	70.33	(70.33)
8	29,527.05	0.00	29,527.05	70.50	(70.50)
9	29,597.55	0.00	29,597.55	70.67	(70.67)
10	29,668.22	0.00	29,668.22	70.84	(70.84)
11	29,739.06	0.00	29,739.06	71.01	(71.01)
12	29,810.06	0.00	29,810.06	71.17	(71.17)
13	29,881.24	15,154.40	14,726.84	35.16	15,119.24
14	14,762.00	0.00	14,762.00	35.25	(35.25)
15	14,797.24	0.00	14,797.24	35.33	(35.33)
16	14,832.57	0.00	14,832.57	35.41	(35.41)
17	14,867.99	0.00	14,867.99	35.50	(35.50)
18	14,903.49	0.00	14,903.49	35.58	(35.58)
19	14,939.07	0.00	14,939.07	35.67	(35.67)
20	14,974.74	0.00	14,974.74	35.75	(35.75)
21	15,010.49	0.00	15,010.49	35.84	(35.84)
22	15,046.33	0.00	15,046.33	35.92	(35.92)
23	15,082.26	0.00	15,082.26	36.01	(36.01)
24	15,118.27	0.00	15,118.27	36.10	(36.10)
25	15,154.36	15,154.40	(0.04)	(0.00)	15,154.40
26	(0.04)	0.00	(0.04)	(0.00)	0.00
27	(0.04)	0.00	(0.04)	(0.00)	0.00
28	(0.04)	0.00	(0.04)	(0.00)	0.00
29	(0.04)	0.00	(0.04)	(0.00)	0.00
30	(0.04)	0.00	(0.04)	(0.00)	0.00
31	(0.04)	0.00	(0.04)	(0.00)	0.00
32	(0.04)	0.00	(0.04)	(0.00)	0.00
33	(0.04)	0.00	(0.04)	(0.00)	0.00
34	(0.04)	0.00	(0.04)	(0.00)	0.00
35	(0.04)	0.00	(0.04)	(0.00)	0.00
36	(0.04)	0.00	(0.04)	(0.00)	0.00
37	(0.04)	0.00	(0.04)	(0.00)	0.00
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	(0.04)	0.00	(0.04)	(0.00)	0.00
40	(0.04)	0.00	(0.04)	(0.00)	0.00
41	(0.04)	0.00	(0.04)	(0.00)	0.00
42	(0.04)	0.00	(0.04)	(0.00)	0.00
43	(0.04)	0.00	(0.04)	(0.00)	0.00
44	(0.04)	0.00	(0.04)	(0.00)	0.00

April 23, 2009

Capistrano Unified School District
dba Newhart Middle School
Susan Holliday
33122 Valle Road
San Juan Capistrano, CA. 92675

RE: Lease of Equipment from Apple, Inc ("Apple")

Dear Susan Holliday:

The AFS Education Finance Program is pleased to assist Capistrano Unified School District dba Newhart Middle School ("Lessee") request for lease financing of equipment from Apple, Inc ("Lessor"). We are pleased to have you as a customer and will do our very best to exceed all of your financial expectations.

Please review the enclosed documentation carefully. Documentation enclosed for execution by an individual authorized by your Governing Board for Capistrano Unified School District dba Newhart Middle School consists of the following, which should be signed and returned to us as soon as possible:

Apple Documents:

Sent to Apple

- | | |
|---|--------------------------|
| ▪ | |
| ▪ Lease Schedule 6615021 – 052 | <input type="checkbox"/> |
| ▪ Contact information | <input type="checkbox"/> |
| ▪ Notice of Assignment | <input type="checkbox"/> |
| ▪ Insurance Coverage Requirements | <input type="checkbox"/> |
| ▪ 8038GC or G Tax Form | <input type="checkbox"/> |
| ▪ Amortization Schedule | <input type="checkbox"/> |
| ▪ Essential Use Audit | <input type="checkbox"/> |
| ▪ Advance Payment (if applicable) | <input type="checkbox"/> |
| ▪ Tax-Exemption Certificate (if applicable) | <input type="checkbox"/> |
| ▪ Board Minutes (if applicable) | <input type="checkbox"/> |
| ▪ Certificate of Acceptance (if applicable) | <input type="checkbox"/> |

Please return the: A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all the above items, Apple will process your order for product allocation and shipment.

- Return original documents to:
AFS Education Finance
300 E. John Carpenter Fwy #209
Irving, TX. 75062
Attn: Rochelle Bryant
 - Send via Federal Express: call 800-463-3339 and charge to account number: 048272789.
- Please include your Federal Express tracking # _____.

In order to facilitate the most efficient and timely processing of your equipment order, the following information must be included on all Purchase Orders. Please review the following list and incorporate all information into your Purchase Orders:

One (1) purchase order and ship to location per lease agreement schedule.

- Purchase Order Date
- Purchase Order Number
- Ship To Address – Street address
- Product Description
- Apple Product Number
- Unit and Extended Price of Product
- Authorized Signature
- Printed Name, Title, Date Signed
- Vendor Name*

If you do not have this information please call the Inside Product Sales Team at 800-800-2775 or via the Internet at <http://www.apple.com/products/> for a current proposal. All proposals over 30 days old need to be re quoted.

*The vendor on all purchase order(s) for Apple leased equipment must be:

Apple, Inc.
c/o AFS Education Finance Program
12545 Riata Vista Cir.
MS 198-3LSE
Austin, TX 78727

*The vendor on the purchase order(s) for the Non Apple leased equipment must be:

Apple, Inc.
Vendor Name/Contact Person
Vendor complete street address, city, state, and zip code
Vendor phone # and fax #

Please be aware that an incorrect purchase order will delay the delivery of your equipment.

If you have any questions, please do not hesitate to call me at 469-586-2231.

Sincerely

Rochelle Bryant
AFS Education Finance Program
Contracts Administrator

Contact Information

Primary contact: Bob Jaccino, Buyer

Phone: 949-234-9440

Fax: 949-493-4083

Email: bjaccino@capousd.org

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Contacts during summer break

**If the same as above leave blank*

Primary contact: _____

Phone: _____

Fax: _____

Email: _____

Secondary contact: _____

Phone: _____

Fax: _____

Email: _____

Apple Inc. Education Price Quote

Customer: **CAPISTRANO UNIFIED SCHOOL DIST**
 susan holliday
 949-234-9463
 seholliday@capousd.org email

Apple Inc:

Kathi Koch
 1 Infinite Loop
 111-HOM
 Cupertino, CA 95014
 8008002775 phone
 866/844-8507 fax
 kkoch@apple.com

Apple Quote: **W44872158**
 Quote Date: **April 13, 2009**
 Quote Valid Until: **May 15, 2009**

Quote Comments:

Newhart Middle School 4 year lease equipment proposal

Qty	Part Number	Description	Unit Price	Discount	Net Price	Extended Price
2	MB423Z/A	Apple Remote Desktop 3 (Unlimited Managed Systems)	299.00	-11.96	287.04	574.08
1	MB946ZM/A	iWork '09 Media Set	15.00	-0.60	14.40	14.40
1	D4839Z/A	iWork '09 K-12 School Site License (per individual school	249.00	-9.96	239.04	239.04
2	MA128G/B	Apple Remote	19.00	-0.76	18.24	36.48
1	M9320G/A	Apple Mini-DVI to VGA Adapter	17.10	-0.68	16.42	16.42
36	S3043LL/A	SVC,IMAC 4YR AC PROTECTIONPLAN ED	199.00	-7.96	191.04	6,877.44
36	MB417LL/A	IMAC 20"/2.66/2X1GB/320GB/SD/MSE/KB	1,149.00	-45.96	1,103.04	39,709.44

Edu List Price Total: 49,445.10
Total Discount: -1,977.80
Extended Disc. Price Subtotal 47,467.30
CA Sales Tax @ 8.75% 3,530.70
eWaste Fee/ Recycling Fee 576.00
***Extended Discounted Total Price 51,574.00**

**In most cases, Extended Discounted Total Price does not include sales tax. If applicable, eWaste/Recycling fees are included. *Standard shipping is complimentary.*

Completing your order is easy:

- *Reference Apple Quote number W44872158 on your Purchase Order
- *Fax a copy of this quote with your Purchase Order: 866/844-8507

Apple, Inc.
 12545 Riata Vista Circle
 MS 198-3ED
 Austin, TX 78727

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE GO HERE TO APPLY FOR A CONTRACT. <http://www.apple.com/shorttermagreement/>
- B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL May 15, 2009
 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SES #

Copyright © 2008 Apple Inc. All rights reserved.

EXHIBIT A
48 of 58

**AFS EDUCATION FINANCE
INVOICE**

Remit Payment To:
AFS Education Finance
Attn: Contracts
300 E. John Carpenter Fwy #209
Irving, TX. 75062

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
6615021-052		(800) 323-6217	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
	April 23, 2009	06/15/2009	\$19,000.00

SOLD TO:

Capistrano Unified School District
 dba Newhart Middle School
 33122 Valle Road
 San Juan Capistrano, CA. 92675

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
6615021-052	06/15/2009	Advanced Lease Payment	\$19,000.00

*****Please return your payment with this invoice.*****

AFS Education Finance
CERTIFICATE OF ACCEPTANCE

AGREEMENT # 6615021-052

LESSEE: Capistrano Unified School District dba Newhart Middle School 33122 Valle Road San Juan Capistrano, CA. 92675	LESSOR: Apple, Inc. 300 E. John Carpenter Fwy #209 Irving, TX. 75062
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<u>QUANTITY</u>	<u>EQUIPMENT MODEL & DESCRIPTION</u>	<u>SERIAL NUMBER</u>

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE, INC. THAT:

- 1. THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.**
- 2. THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.**
- 3. THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.**
- 4. THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.**
- 5. YOU ARE IN THE PROCESS OF REMITING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____**

LESSEE: Capistrano Unified School District dba Newhart Middle School

BY: _____

TITLE: Director, Purchasing

DATE: _____

EXHIBIT A
50 of 58

Insurance Coverage Requirements

To: Apple, Inc.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Subject: INSURANCE COVERAGE REQUIREMENTS

- () 1. In accordance with Section 14 of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

<u>ASCIP</u>		<u>562-403-4640</u>
Name of Insurance Agent		Phone Number
<u>12750 Center Court Drive #220</u>		
Address		
<u>Cerritos</u>	<u>CA</u>	<u>90703</u>
City	State	Zip

to issue:

All-Risk Physical Damage Insurance on the leased equipment evidenced by an ACORD Form 27 and Long Form Loss Payable Clause, naming Apple, Inc. and/or its assigns as Loss Payee.

Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

Lessee: Capistrano Unified School District dba Newhart
Middle School

By: _____

Title: Director, Purchasing

Date: _____

OR

- () 2. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

Lessee: Capistrano Unified School District dba Newhart
Middle School

By: _____

Title: _____

Date: _____

NOTICE OF ASSIGNMENT

Dated _____

Apple, Inc. ("Assignor") hereby gives notice that Assignor assigned to General Electric Capital Corporation ("Assignee") all of its rights in and to Lease Schedule No. 052 (the "Lease") to the Master Lease Purchase Agreement 6615021 dated _____, by and between Assignor and Capistrano Unified School District dba Newhart Middle School ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

General Electric Capital Corporation
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of General Electric Capital Corporation is 13-1500700.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Purchase Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Purchase Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Apple, Inc.
Assignor

**Master Lease Purchase Agreement # 6615021
Lease Schedule # 052**

LESSOR: APPLE, INC.
300 E. John Carpenter Fwy #209
Irving, TX. 75062

LESSEE: Capistrano Unified School District
dba Newhart Middle School
33122 Valle Road
San Juan Capistrano, CA. 92675

Apple personal computers, servers, and networking equipment not to exceed **\$51,573.70**. Equipment configuration to be determined by invoices presented to Apple, Inc. as Lessor, and accepted by Lessee which will be incorporated as the final Schedule of Equipment. Final Rental stream will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

TRANSACTION SUMMARY

OF RENTS: 1 @ \$19,000.00; 3 @ \$11,542.10 (net of applicable taxes)
PAYABLE: Annual due on 06/15/2009, 06/15/2010, 06/15/2011, 06/15/2012
LEASE TERM: 48 Months LEASE RATE: .38683/.23499

Equipment Cost	\$47,467.30
E-waste	\$576.00
Discount	\$(2,456.00)
Tax	\$3,530.40
Total Cost to Lessor's Assignee	\$49,117.70

Effective Interest Rate based on Total Cost to Lessor's Assignee: 6.62%
Promotional Interest Rate based on Equipment Cost: 2.88%
EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 FMV Other

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Susan Holliday 949-234-9200

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE PURCHASE AGREEMENT IDENTIFIED ABOVE.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE PURCHASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE PURCHASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:

PROPOSED BY:

LESSOR: APPLE, INC.

LESSEE: Capistrano Unified School District
dba Newhart Middle School

BY: _____

BY: _____

TITLE _____

TITLE: Director, Purchasing

DATE: _____

DATE: _____ FED TAX ID #: 95-2321055

(School or District Letterhead)

Date

AFS Education Finance
Attn: Rochelle Bryant
300 E. John Carpenter Fwy #209
Irving, TX. 75062

Rochelle,

The Capistrano Unified School District will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ► <input type="checkbox"/>
1 Issuer's name Capistrano Unified School District dba Ladera Ranch Middle School	2 Issuer's employer identification number 95 : 2321055	
3 Number and street (or P.O. box if mail is not delivered to street address) 33122 Valle Road	Room/suite	
4 City, town, or post office, state, and ZIP code San Juan Capistrano, CA. 92675	5 Report number 5	
6 Name and title of officer or legal representative whom the IRS may call for more information Terry Fluent, Director, Purchasing	7 Telephone number of officer or legal representative (949) 234-9436	

Part II Description of Obligations Check if reporting: a single issue <input type="checkbox"/> or on a consolidated basis <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar year (consolidated) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a:	9a
a Used to refund prior issue(s)	
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input type="checkbox"/>
11 If any obligation is in the form of a lease or installment sale, check this box	<input type="checkbox"/>
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	<input type="checkbox"/>

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

_____	_____	Terry Fluent, Director, Purchasing
Issuer's authorized representative	Date	Type or print name and title

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G**, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T**, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038**, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and

• More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, **and**
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4**, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	1 hr., 58 min.
Preparing the form	3 hr., 3 min.
Copying, assembling, and sending the form to the IRS	16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Newhart Middle School
 Exhibit to Lease Schedule No. 6615021-052

GROSS CONTRACT	53,626.30	6.62% ANNUAL INTEREST RATE
GROSS FINANCE	4,508.60	4,508.56
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	19,000.00	
PRESENT VALUE	49,117.70	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	49,117.70	0.00	49,117.70	270.85	(270.85)
1	49,388.55	19,000.00	30,388.55	167.59	18,832.41
2	30,556.15	0.00	30,556.15	168.52	(168.52)
3	30,724.67	0.00	30,724.67	169.45	(169.45)
4	30,894.11	0.00	30,894.11	170.38	(170.38)
5	31,064.50	0.00	31,064.50	171.32	(171.32)
6	31,235.82	0.00	31,235.82	172.27	(172.27)
7	31,408.09	0.00	31,408.09	173.22	(173.22)
8	31,581.30	0.00	31,581.30	174.17	(174.17)
9	31,755.48	0.00	31,755.48	175.13	(175.13)
10	31,930.61	0.00	31,930.61	176.10	(176.10)
11	32,106.71	0.00	32,106.71	177.07	(177.07)
12	32,283.78	0.00	32,283.78	178.05	(178.05)
13	32,461.83	11,542.10	20,919.73	115.37	11,426.73
14	21,035.10	0.00	21,035.10	116.01	(116.01)
15	21,151.11	0.00	21,151.11	116.65	(116.65)
16	21,267.76	0.00	21,267.76	117.29	(117.29)
17	21,385.05	0.00	21,385.05	117.94	(117.94)
18	21,502.99	0.00	21,502.99	118.59	(118.59)
19	21,621.58	0.00	21,621.58	119.24	(119.24)
20	21,740.83	0.00	21,740.83	119.90	(119.90)
21	21,860.73	0.00	21,860.73	120.56	(120.56)
22	21,981.29	0.00	21,981.29	121.23	(121.23)
23	22,102.52	0.00	22,102.52	121.90	(121.90)
24	22,224.42	0.00	22,224.42	122.57	(122.57)
25	22,346.99	11,542.10	10,804.89	59.59	11,482.51
26	10,864.48	0.00	10,864.48	59.92	(59.92)
27	10,924.40	0.00	10,924.40	60.25	(60.25)
28	10,984.64	0.00	10,984.64	60.58	(60.58)
29	11,045.23	0.00	11,045.23	60.92	(60.92)
30	11,106.14	0.00	11,106.14	61.25	(61.25)
31	11,167.39	0.00	11,167.39	61.59	(61.59)
32	11,228.98	0.00	11,228.98	61.93	(61.93)
33	11,290.91	0.00	11,290.91	62.27	(62.27)
34	11,353.18	0.00	11,353.18	62.61	(62.61)
35	11,415.79	0.00	11,415.79	62.96	(62.96)
36	11,478.75	0.00	11,478.75	63.31	(63.31)
37	11,542.06	11,542.10	(0.04)	(0.00)	11,542.10
38	(0.04)	0.00	(0.04)	(0.00)	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00

Apple, Inc.
 Amortization Schedule For
 Capistrano Unified School District dba Newhart Middle School
 Exhibit to Lease Schedule No. 6615021-052

GROSS CONTRACT	53,626.30	2.88% ANNUAL INTEREST RATE
GROSS FINANCE	2,052.60	2,052.56
ENDING PYMT IN ADV	0.00	
ANNUAL PAYMENT	19,000.00	
PRESENT VALUE	51,573.70	

	Principal	Total Payment	Subtotal	Interest Expense	Principal
0	51,573.70	0.00	51,573.70	123.87	(123.87)
1	51,697.57	19,000.00	32,697.57	78.55	18,921.45
2	32,776.12	0.00	32,776.12	78.74	(78.74)
3	32,854.86	0.00	32,854.86	78.93	(78.93)
4	32,933.79	0.00	32,933.79	79.12	(79.12)
5	33,012.91	0.00	33,012.91	79.31	(79.31)
6	33,092.22	0.00	33,092.22	79.50	(79.50)
7	33,171.72	0.00	33,171.72	79.69	(79.69)
8	33,251.41	0.00	33,251.41	79.88	(79.88)
9	33,331.29	0.00	33,331.29	80.07	(80.07)
10	33,411.37	0.00	33,411.37	80.27	(80.27)
11	33,491.63	0.00	33,491.63	80.46	(80.46)
12	33,572.09	0.00	33,572.09	80.65	(80.65)
13	33,652.75	11,542.10	22,110.65	53.12	11,488.98
14	22,163.77	0.00	22,163.77	53.25	(53.25)
15	22,217.01	0.00	22,217.01	53.37	(53.37)
16	22,270.39	0.00	22,270.39	53.50	(53.50)
17	22,323.89	0.00	22,323.89	53.63	(53.63)
18	22,377.52	0.00	22,377.52	53.76	(53.76)
19	22,431.28	0.00	22,431.28	53.89	(53.89)
20	22,485.17	0.00	22,485.17	54.02	(54.02)
21	22,539.18	0.00	22,539.18	54.15	(54.15)
22	22,593.33	0.00	22,593.33	54.28	(54.28)
23	22,647.61	0.00	22,647.61	54.41	(54.41)
24	22,702.02	0.00	22,702.02	54.54	(54.54)
25	22,756.56	11,542.10	11,214.46	26.94	11,515.16
26	11,241.40	0.00	11,241.40	27.01	(27.01)
27	11,268.41	0.00	11,268.41	27.07	(27.07)
28	11,295.48	0.00	11,295.48	27.14	(27.14)
29	11,322.61	0.00	11,322.61	27.20	(27.20)
30	11,349.81	0.00	11,349.81	27.27	(27.27)
31	11,377.08	0.00	11,377.08	27.33	(27.33)
32	11,404.41	0.00	11,404.41	27.40	(27.40)
33	11,431.81	0.00	11,431.81	27.46	(27.46)
34	11,459.27	0.00	11,459.27	27.53	(27.53)
35	11,486.80	0.00	11,486.80	27.60	(27.60)
36	11,514.40	0.00	11,514.40	27.66	(27.66)
37	11,542.06	11,542.10	(0.04)	(0.00)	11,542.10
38	0.00	0.00	0.00	0.00	0.00
39	0.00	0.00	0.00	0.00	0.00
40	0.00	0.00	0.00	0.00	0.00
41	0.00	0.00	0.00	0.00	0.00
42	0.00	0.00	0.00	0.00	0.00
43	0.00	0.00	0.00	0.00	0.00
44	0.00	0.00	0.00	0.00	0.00


CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **APPROVAL: EXTENSION OF BID NO. 0607-05 – SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE FOR 2009/10 – CR&R INCORPORATED**



BACKGROUND INFORMATION

At the July 11, 2006, Board meeting, Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide was awarded to CR&R Incorporated for the 2006/07 school year. This bid called for an original contract term of July 12, 2006 through June 30, 2007, with four 12-month renewal periods, at the option of the Board of Trustees. The renewal period may not exceed 48 months, as allowed by California Education Code 17596.

At the May 7, 2007, Board meeting, the Board exercised the first renewal option to extend the contract for the period of July 1, 2007 through June 30, 2008 with a price increase of 2.1% for all services. All terms and conditions remained the same as the original agreement.

At the May 12, 2008, Board meeting, the Board exercised the option to extend the contract for the second renewal period of July 1, 2008 through June 30, 2009 at the same prices, terms and conditions as the previous year.

The expenditures under this contract for service to collect, recycle and dispose of solid waste districtwide total \$361,993.59 for the 2006/07 fiscal year, \$380,542.91 for the 2007/08 fiscal year and \$236,283.55 to date, for the 2008/09 fiscal year.

An audit was conducted by Vavrinek, Trine, Day & Co., LLP on the contract, as requested by the Board. The audit specifically addressed the award of the contract and subsequent invoicing and payments. The findings have been addressed and corrected as shown in Exhibit A, resulting in a credit due the District of \$14,812.17 to be applied to the May 2009 invoice.

This past year, the District has implemented recycling programs at many of our school sites. CR&R has placed containers at various locations throughout the District. These sites hold collections for newspapers, bottles and cans. When the recycling bin is full, CR&R collects the bin and issues a check to the site for their recycling efforts. Exhibit B shows the sites that have recycle bins and the sites that have received checks from CR&R for full bins.

Extension of Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide for 2009/10
CR&R Incorporated
May 11, 2009
Page 2

CURRENT CONSIDERATIONS

This agenda item seeks approval to extend Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide for the period July 1, 2009 through June 30, 2010.

In light of the current fiscal crisis, a letter was sent to the contractor along with their current prices requesting the company submit reduced costs for the 2009/10 renewal period as shown in Exhibit C.

The contractor will extend the contract for the next 12 months with a reduction in pricing of 5% in every category, Exhibit D. The terms and conditions remain the same as the original agreement.

Upon Board approval, Exhibit E shows the Extension Agreement between Capistrano Unified School District and CR&R Incorporated for the period July 1, 2009 through June 30, 2010.

FINANCIAL IMPLICATIONS

Funding will be from the appropriate accounts.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0607-5 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide with CR&R Incorporated, for the third renewal period of July 1, 2009 through June 30, 2010.



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 10, 2009

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SUE PALAZZO

CR&R Incorporated
Dean Ruffridge, Sr. Vice President
11292 Western Avenue
PO Box 125
Stanton, CA 90680

Subject: **Bid No. 0607-05 – Service to Collect, Recycle, and Dispose
of Solid Waste Districtwide**

Dear Mr. Ruffridge,

In accordance with the terms and conditions of Capistrano Unified School District's contract for service to collect, recycle and dispose of solid waste related to Bid No. 0607-05 with CR&R Incorporated, an audit was performed for the years 2006/07, 2007/08 and 2008/09. This audit reviewed your invoices for one month in each of those contract years, specifically, October 2006, October 2007 and October 2008.

In total, most line items within each billing were in accordance with the pricing matrices for each contract year. However, there were pricing errors found in several invoices resulting in the District being overcharged. The District is requesting reimbursement for all overcharges due to incorrect pricing since the inception of the contract starting July 12, 2006.

There is also one consistent area of difference appearing on several invoices for the charging of disposal fees. These disposal fees were not a part of the original bid matrix, nor did CR&R Incorporated submit a disposal fee as part of the bid price sheet. In fact, within the contract document, the Bid Form states:

Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

(Bid Pricing Sheet follows)

Serving the Southern California communities of

Aliso Viejo • Coto de Caza • Dana Point • Ladera Ranch • Laguna Niguel • Las Flores • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano

EXHIBIT A

1 of 3

405

Bid No. 0607-05
Service to Collect, Recycle, and Dispose of Solid Waste Districtwide
Page 2

Based on the above audit findings, the District is requesting an explanation of all charges for disposal fees. If charges are unwarranted, the District is requesting reimbursement for all disposal fees paid since the inception of the contract starting July 12, 2006.

Reimbursement for all overcharges related to the permanent refuse bins, permanent recycle bins, rolling type recycle bins, temporary bins, extra pick up costs per the contract and the disposal fees charged to the District are to be sent on or before April 20, 2009 to the attention of:

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

We appreciate your cooperation in this matter. If you have any questions, please contact me at (949) 234-9436.

Sincerely,



Terry Fluent
Director, Purchasing

c: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
Mike Patton, Executive Director MOT

April 1, 2009

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

RE: Bid No 0607-05 – Services to Collect, Recycle, and Dispose of Solid Waste District wide

Dear Ms. Fluent:

Thank you for your letter dated March 10th concerning pricing errors found on invoices discovered during a recent audit.

We completed our review of your accounts for the time period of July 2006 to present and found that some rates were charged incorrectly. The incorrect rates were not intentional, some were higher and some lower than the agreed upon rates. This was due to data entry errors and the timing of annual rate changes. The net result for this three year period is that we owe you a credit of \$14, 812.17 which we will apply to your refuse account, 80-0000371. This credit adjustment will appear on your May 2009 invoice. As a result of this audit, we have put sufficient controls in place to avoid these types of errors in the future.

Additionally, you had questioned disposal fees. Our refuse, recycling, and extra pickups are not billed with any additional charges for disposal fees as these costs are included in the prices listed on the Bid Price Sheet. However, the prices for temporary bins are listed excluding disposal costs as stated on the Bid Price Sheet. The rates for a 40 yard container and a lowboy container, which are currently listed at \$142.94 each, represent the transportation portion of the service. The cost for disposing of the material contained within these loads is billed separately as a pass through expense and is listed on the invoices as "Disposal Fee".

Please accept my apologies for the rate errors, we have initiated internal changes so that future invoices will reflect the correct contract rate for services.

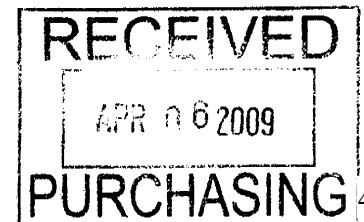
As always, we appreciate your business.

Sincerely,



George Lazaruk
Vice President

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax



**SITES WITH RECYCLING CONTAINERS
AND INCOME RECEIVED**

SITE	BIN TYPE	\$ RECEIVED
Aliso Niguel High School	Newspaper	
Aliso Viejo Middle School	Newspaper	
Bathgate Elementary	Newspaper	
Capistrano Valley High School	Newspaper	
Capistrano Valley High School	Bottle/Can	
Concordia Elementary	Newspaper	
Dana Hills High School	Bottle/Can	
Serra High School	Bottle/Can	
Ladera Ranch Elementary	Bottle/Can	
Ladera Ranch Middle School	Bottle/Can	
Malcom Elementary	Bottle/Can	
Marblehead Elementary	Bottle/Can	
Marco Forster Middle School	Newspaper	
Marco Forster Middle School	Bottle/Can	
Moulton Elementary	Newspaper	\$1,104.80
Niguel Hills Middle School	Newspaper	\$2,071.60
Oakgrove Elementary	Newspaper	
Palisades Elementary	Bottle/Can	
San Juan Elementary	Newspaper	
Tijeras Creek Elementary	Bottle/Can	\$2,495.60
Tijeras Creek Elementary	Newspaper	
Truman Benedict	Newspaper	
Truman Benedict	Bottle/Can	\$1,192.00
Las Flores Elementary	In Progress	
Wood Canyon Elementary	In Progress	



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9441/FAX 493-4083

March 23, 2009

BOARD OF TRUSTEES

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ANNA BRYSON

KEN MADDOX

SUE PALAZZO

CR&R Incorporated
Dean Ruffridge, Sr. Vice President
11292 Western Avenue
PO Box 125
Stanton, CA 90680

Subject: Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Mr. Ruffridge:

Your current contract for service to collect, recycle and dispose of solid waste districtwide for Capistrano Unified School District, as referenced above, will expire on June 30, 2009.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2009 through June 30, 2010. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by Wednesday, April 15, 2009.**

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract extension or the necessity to re-bid this service.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9436.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c: Mike Patton, Executive Director, MOT
John Forney, Director, Construction



**Capistrano Unified School District
SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE
DISTRICTWIDE - BID NO. 0607-05**

PRICES - EFFECTIVE 7-1-2007 through 6-30-09

3-cubic-yard "permanent" REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$51.05	\$76.58	\$158.26	\$178.68	\$193.96
2 bins	\$102.10	\$153.15	\$316.51	\$357.35	\$387.98
3 bins	\$153.15	\$229.73	\$474.77	\$536.03	\$581.97
4 bins	\$204.20	\$306.30	\$633.02	\$714.70	\$775.96
5 bins	\$255.25	\$382.88	\$791.28	\$893.38	\$969.95
6 bins	\$306.30	\$459.45	\$949.53	\$1072.05	\$1163.94
7 bins	\$357.35	\$536.03	\$1107.79	\$1250.73	\$1357.93
8 bins	\$408.40	\$612.60	\$1266.04	\$1429.40	\$1551.92

Cost of extra pick-up: \$40.85

3-cubic-yard "permanent" RECYCLING BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$51.05	\$76.58	\$117.42	\$142.94	\$183.78
2 bins	\$102.10	\$153.15	\$234.83	\$285.88	\$367.56
3 bins	\$153.15	\$229.73	\$352.25	\$428.82	\$551.34

Cost of extra pick-up: \$30.65

37-gallon plastic "rolling-type" RECYCLING BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bins	\$5.11	\$10.21	\$15.32	\$20.42	\$25.53
2 bins	\$10.21	\$20.42	\$30.63	\$40.84	\$51.05
3 bins	\$15.32	\$30.63	\$45.95	\$61.26	\$76.58
4 bins	\$20.42	\$40.84	\$61.26	\$81.68	\$102.10
5 bins	\$25.53	\$51.05	\$76.58	\$102.10	\$127.63

Cost of extra pick-up: \$5.11

Temporary Bins	Cost
40-yard roll-off bin (excluding disposal cost)	\$142.94
Low-boy construction bin	\$142.94
10-foot storage container	\$2.81/day
20-foot storage container	\$3.01/day
21-foot storage container	\$3.32/day
26-foot storage container	\$3.83/day
40-foot storage container	\$4.34/day

Location and ownership of service yard: 31641 Ortega highway San Juan Capistrano, CA
 Location and ownership of recycling plant: Same as above for transfer and roll-off. MRF: 1122 Knott Ave. Stanton, CA

March 31, 2009

Ms. Terry Fluent, Director Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

**Re: Request for Continuance of Contract for Waste and Recycling Services
Bid No. 0607-05**

Dear Ms. Fluent:

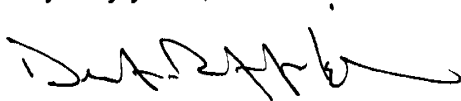
Please accept this letter as response to your letter dated March 23, 2009. Per Section "E" of the Bid documents, CR&R respectfully requests a one-year extension of the existing agreement to provide solid waste collection and disposal and the recyclable material collection services for the Capistrano Unified School District. This section also allows for an annual cost of living adjustment.

As noted in your letter, we are aware of the severe budgetary crisis with schools throughout the State and we would like to do our part to help reduce the schools cost of providing quality education to our children. As proposed and accepted by the Board last year, CR&R will not request the annual cost of living adjustment specified in the Bid documents and will pass these savings on to the District. In addition, CR&R will reduce the existing rates by an additional 5% to every rate category in the rate pricing. The attached spread sheet illustrates the significant savings to the District for this upcoming fiscal year. This reduction, of course, would not include the disposal or processing fee which is an actual pass-through of costs incurred by CR&R.

Additionally, we have activated the newspaper recycling drive and bottles and cans collections at many school sites that should be showing a financial impact to those schools involved with the programs.

We are pleased to be of service to the Capistrano Unified School District and look forward to a continued partnership in the community. Please call me at any time to review and discuss this request in further detail.

Very truly yours,



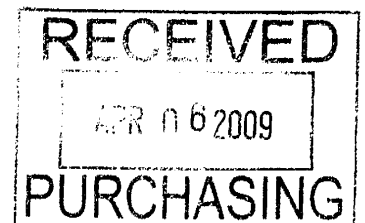
Dean A. Ruffridge
Senior Vice President



George Lazaruk,
Vice President

CC. Maria Lazaruk

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax



REFUSE	CURRENT 1 X WK	PROPOSED 5% DISCOUNT	CURRENT 2 X WK	PROPOSED 5% DISCOUNT	CURRENT 3 X WK	PROPOSED 5% DISCOUNT	CURRENT 4 X WK	PROPOSED 5% DISCOUNT	CURRENT 5 X WK	PROPOSED 5% DISCOUNT
1 BIN	51.05	48.50	76.58	72.75	158.26	150.35	178.68	169.75	193.96	184.26
2 BINS	102.1	97.00	153.15	145.49	316.51	300.68	357.35	339.48	387.98	368.58
3 BINS	153.15	145.49	229.73	218.24	474.77	451.03	536.03	509.23	581.97	552.87
4 BINS	204.2	193.99	306.3	290.99	633.02	601.37	714.7	678.97	775.96	737.16
5 BINS	255.25	242.49	382.88	363.74	791.28	751.72	893.38	848.71	969.95	921.45
6 BINS	306.3	290.99	459.45	436.48	949.53	902.05	1072.05	1018.45	1163.94	1105.74
7 BINS	357.35	339.48	536.03	509.23	1107.79	1052.40	1250.73	1188.19	1357.93	1290.03
8 BINS	408.4	387.98	612.6	581.97	1266.04	1202.74	1429.4	1357.93	1551.92	1474.32
ADDTL PU	40.85	38.81								
RECYCLE										
1 BIN	51.05	48.50	76.58	72.75	117.42	111.55	142.94	135.79	183.78	174.59
2 BINS	102.1	97.00	153.15	145.49	234.83	223.09	285.88	271.59	367.56	349.18
3 BINS	153.15	145.49	229.73	218.24	352.25	334.64	428.82	407.38	551.34	523.77
ADDTL PU	30.65	29.12								
37-GALLON RECYCLE										
1 BIN	5.11	4.85	10.21	9.70	15.32	14.55	20.42	19.40	25.53	24.25
2 BINS	10.21	9.70	20.42	19.40	30.63	29.10	40.84	38.80	51.05	48.50
3 BINS	15.32	14.55	30.63	29.10	45.95	43.65	61.26	58.20	76.58	72.75
4 BINS	20.42	19.40	40.84	38.80	61.26	58.20	81.68	77.60	102.1	97.00
5 BINS	25.53	24.25	51.05	48.50	76.58	72.75	102.1	97.00	127.63	121.25
ADDTL PU	5.11	4.85								
TEMPORARY BINS										
40 YARD ROLL OFF	142.94	135.79								
LOWBOY CONSTRUCTION	142.94	135.79								
10'STORAGE CONTAINER	2.81	2.67								
20'STORAGE CONTAINER	3.01	2.86								
21'STORAGE CONTAINER	3.32	3.15								
26'STORAGE CONTAINER	3.83	3.64								
40'STORAGE CONTAINER	4.34	4.12								

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
CR&R INCORPORATED

Bid No. 0607-05 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide called for an original contract period of July 12, 2006 through June 30, 2007, with an option to extend the contract in four 12-month increments for an option period not to exceed 48 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 0607-05, shall be extended an additional 12 months, for the period July 1, 2009, through June 30, 2010 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 11, 2009.

Except as set forth in this Extension Agreement, and Board approved on July 11, 2006, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

CR&R Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title


Date: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Suzette Lovely, Deputy Superintendent
FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **APPROVAL: FOOD ITEMS AND PRICES, 2009/10 SCHOOL YEAR**



BACKGROUND INFORMATION

District Policy 3551 states:

“The Governing Board intends that, insofar as possible, the school food services program shall be self-supporting. The Board shall review and approve menu prices. Program financial reports shall be presented regularly for inspection by the Board”.

CURRENT CONSIDERATIONS

This agenda item pertains to the approval of food prices for 2009/10 school year.

Exhibit A is a list of 2009/10 food price increases.

Due to increased food cost, packaging, and fuel costs it is necessary for Food and Nutrition Services to increase prices at the high school level for the 2009/10 school year.

FINANCIAL IMPLICATIONS

Food and Nutrition remains self-funded with no direct impact on the District's General Fund.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the food price increases for the 2009/10 school year, as shown in Exhibit A.

CAPISTRANO UNIFIED SCHOOL DISTRICT
FOOD AND NUTRITION 2009-2010 PRICE LIST

Updated: 3/20/2009

	High Schools	
	2008-2009	2009-2010
Breakfast	\$1.75	\$2.00
Reduced Priced Breakfast	\$0.30	\$0.30
Lunch	\$2.75	\$3.00
Reduced Priced Lunch	\$0.40	\$0.40
2nd Meal	\$2.75	\$3.00

**Highlighted areas reflect price increases for 2009-2010.

Supporting Information

Past Meal Price Increases:

2008-2009

Secondary Breakfast: \$1.50 - \$1.75

Secondary Lunch: \$2.25 - \$2.75

Elementary Breakfast: \$1.25 - \$1.50

Elementary Lunch: \$1.75 - \$2.25

2007-2008

Secondary Breakfast: \$1.25 - \$1.50

Secondary Lunch: \$2.00 - \$2.25

2001 -2002

Elementary Breakfast: \$1.10 - \$1.25

1993 - 1994

Elementary Lunch \$1.50 - \$1.75

All menu items meet or exceed State and Federal guidelines for calories, sugar, and fat.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services

SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and assignment adjustments of classified employees.

FINANCIAL IMPLICATIONS

Funds for these positions, activities and services are earmarked through site categorical monies, general funds, or capital projects.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this classified employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING May 11, 2009
CLASSIFIED EMPLOYEES

ACCEPTED RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Buell, Beverly	Account Clerk III	Retirement	03/05/85	05/15/09
2. LeCastro, Christine	Food Service Worker	Voluntary	09/02/08	04/10/09
3. Montes, Eliseo	Groundskeeper	Exhausted Paid Leave	09/10/79	04/09/09
4. Reyna, Jasmin	Independence Facilitator	Voluntary	04/23/07	03/27/09
5. Roberts, Lauren	Senior IBI Asst/Tutor	Voluntary	08/29/05	04/10/09
6. Valadez, Severa	Instructional Asst – ESL	Voluntary	09/03/03	04/01/09

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-FULL TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
7. Bulnes, Evelyn	Job Technician (12mo/40hpw)	\$16.33 hr	R26-1	04/20/09

<u>NAME</u>	<u>POSITION-PART TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
8. Pierce, Patricia	Bilingual Community Services Liaison (9mo/19.5hpw)	\$16.72 hr	R23-3	04/20/09
9. Troy, Helen	Caregiver (9mo/32.5hpw)	\$13.74 hr	R19-1	04/17/09

<u>NAME</u>	<u>POSITION-SUBSTITUTE</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
10. Aceves, Leticia	Student Supervisor	\$10.00 hr		04/03/09
11. Binkerd, Robert	Instructional Asst – Sp Ed Preschool	\$13.74 hr	R19-1	03/30/09
	Instructional Asst – Sp Ed	\$14.08 hr	R20-1	
	Independence Facilitator	\$14.79 hr	R22-1	
12. Fluhr, Kendra	Student Supervisor	\$10.00 hr		04/03/09
13. Manaswin, Swanay	Student Supervisor	\$10.00 hr		03/26/09
14. Presley, Jennifer	Student Supervisor	\$10.00 hr		04/03/09
15. Soto, Graciela	Student Supervisor	\$10.00 hr		04/01/09
16. Webber, Wendy	Caregiver	\$13.74 hr	R19-1	03/02/09
17. Wirtz, Patricia	Caregiver	\$13.74 hr	R19-1	03/10/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING May 11, 2009
CLASSIFIED EMPLOYEES

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-EXEMPT</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
18. Barrera, Armando	Student Worker	\$ 8.00 hr	03/31-06/30/09
19. Foster, Lupita	Student Supervisor	\$10.00 hr	03/23/09

APPROVE ASSIGNMENT ADJUSTMENT

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
20. Harris, Christine	MS Campus Supervisor (9mo/17.5hpw)	\$15.16 hr	R23-1	03/16/09
21. Lucas, Debbie	MS Campus Supervisor (9mo/17.5hpw)	\$15.16 hr	R23-1	03/16/09

APPROVE ADDITIONAL ASSIGNMENT

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
22. Bochniarz, Remedios	Opportunity Asst (TAA NTE 4hpw)	\$19.84 hr	R24-6	09/02-06/18/09
23. Camp, Kim	IBI Asst/Tutor (TAA NTE 15hpw)	\$15.54 hr	R24-1	02/17-06/30/09
24. Goellner, Robin	Instructional Asst – Sp Ed (TAA NTE 7.5hpw)	\$15.15 hr	R19-3	03/23-06/18/09
25. Kahl, Cynthia	Instructional Asst – Sp Ed (TAA NTE 10hpw)	\$15.90 hr	R19-4	03/23-06/18/09
26. Rinefort, Juli	Independence Facilitator (TAA NTE 40hrs)	\$14.79 hr	R22-1	10/24/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING May 11, 2009
CLASSIFIED EMPLOYEES

APPROVE TAA PAY @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
27. Brierley, Magdalena	Preschool Teacher (TAA NTE 23.5hrs)	02/02-06/19/09
28. Dack, Carla	Independence Facilitator (TAA NTE 23.5hrs)	02/09-06/30/09
29. Darling, Martha	Nursing Specialist (TAA NTE 24hrs)	06/22-07/23/09
30. Diaz, Martha	Bilingual Instructional Asst (TAA NTE 10hrs)	03/20-06/18/09
31. Forino, Paula	Health Asst (TAA NTE 7.5hpw)	03/30-06/30/09
32. Fredriksz, Laura	IBI/Asst Tutor (TAA NTE 24.5hrs)	02/18-06/19/09
33. Grant, Mary	Preschool Teacher (TAA NTE 20hrs)	02/01-06/30/09
34. Hamidi, Zoila	Preschool Teacher (TAA NTE 12hrs)	02/01-06/30/09
35. Hannouche, Coralia	Bilingual Instructional Asst (TAA NTE 20hrs) Bilingual Instructional Asst (TAA NTE 10hpw)	03/19-06/18/09
36. Katz-Scinico, Dorcas	Preschool Teacher (TAA NTE 15hrs)	02/01-06/30/09
37. Mohammadi, Lili	Instructional Asst – ELD (TAA NTE 2hrs)	03/10/09
38. Nietzel, Robert	Middle School Campus Supervisor (TAA NTE 2.25hpw)	02/11-06/18/09
39. Norton, Christina	Independence Facilitator (TAA NTE 24.5hrs)	02/09-06/19/09
40. Olmedo, Yesenia	Independence Facilitator (TAA NTE 20hrs)	02/09-06/19/09
41. Shumate, Dagmar	Literacy Intervention Asst (TAA NTE 18hrs)	03/24-03/31/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING May 11, 2009
CLASSIFIED EMPLOYEES

APPROVE PROMOTION

<u>NAME</u>	<u>PROMOTION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
42. Mirkovich, Rosanna	Food Service Cashier (9mo/15hpw)	\$12.76 hr	R16-1	01/05/09

APPROVE PROFESSIONAL GROWTH STIPEND

NTE \$500.00

43. Luna, Evette

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services

SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and additional assignments of certificated employees.

FINANCIAL IMPLICATIONS

Funds for these positions, assignments, and services are earmarked through site categorical monies and/or general funds.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this certificated employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, May 11, 2009
CERTIFICATED EMPLOYEES**

ACCEPT RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Broberg, Richard	Teacher	Retirement	09/11/73	06/19/09
2. Eschen, Nancy	Teacher	Retirement	09/15/71	06/19/09
3. French, Nancy	Teacher	Retirement	09/24/84	06/19/09
4. Gilmore, Judy	Teacher	Retirement	09/01/87	06/19/09
5. Rafferty, Kevin	Principal	Other Employ	09/01/89	04/10/09
6. Seligman, Libby	Teacher	End of Differential pay	08/22/03	04/03/09
7. Sponagle, James	Teacher	Retirement	09/14/83	06/19/09
8. Wilburton, Philip	Teacher	Retirement	09/02/75	06/19/09

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

9. Besseling, Quirine	13. Unzueta, Gabrielle
10. Faeta, Kaiko	14. Willey, Elizabeth
11. Miller, Alison	15. Wish, Josh
12. Montgomery, Sheri	

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ daily per diem rate

16. Theisen, Erin

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

17. Armstrong, Lindsey	22. Praegitzer, Suzanne
18. Baxter, Claire	23. Severns, John
19. Berry, Monique	24. Vacek, Tess
20. Duchene, Jessica	25. Whaling, Megan
21. Hops, Kendall	

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

26. Burton, Barbara

27. Cotton, Melissa

APPROVE ASSIGNMENT ADJUSTMENTS

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
28. Baker, Brad	STAP I	STAP II	02/20/09
29. McCann, Lisa	Teacher – 60%	Teacher – 40%	04/16/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, May 11, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS

30. Release Day Planning for IB Teachers

Not to exceed 81 total hours non-instructional pay @ \$30.00 per hour

04/13/09-05/31/09

Hourly Supplemental Assignment – Multiple Sites

Not to exceed 35 hours instructional pay @ \$35.00 per hour

01/26/09-06/03/09

- 31. Anderson, Sean
- 32. Cooper-Ajibabi, Carol
- 33. Grondahl, Becky
- 34. McDevitt, Ron

- 35. Morales, Thomas
- 36. Peck, Lindsay
- 37. Sullivan, Lory

AAA/GATE Coordinator – RH Dana

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour

10/01/08-03/30/09

- 38. Wilson, Christine

After School Cake Decorating Class – MFMS

Not to exceed 25 hours instructional pay @ \$35.00 per hour

04/14/09-04/29/09

- 39. Boyle, Jeanette

Saturday School Supervision – ANHS

Not to exceed 20 hours instructional pay @ \$35.00 per hour

02/03/09-06/18/09

- 40. Westling, Kurt

AP & IB Student Review - CVHS

Not to exceed 20 instructional hours @ \$35.00 per hour

02/01/09-05/31/09

- 41. Carson, Megan
- 42. Corbett, James
- 43. Dollar, Christopher
- 44. Grabowski, Michael
- 45. Harvey, Marilyn
- 46. Hoffman, William
- 47. Johnson, Erik
- 48. Khalil, Amal
- 49. Kubba, Dina
- 50. Kucera, Lee

- 51. Martin, Angela
- 52. Morgan, John
- 53. Osumi, Deanna
- 54. Phelps, Susan
- 55. Redding, William
- 56. Sayles, Kenneth
- 57. Sayles, Melisa
- 58. Schubert, Patricia
- 59. Smith, Georgette
- 60. Waldukat, Andreas

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, May 11, 2009
CERTIFICATED EMPLOYEES**

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

AP Student Review – DHHS

Not to exceed 30 hours instructional pay @ \$30.00 per hour 03/02/09-05/29/09

- | | |
|---------------------------|--------------------------|
| 61. Clarke, Kristine | 71. McIntosh, Martha |
| 62. Coghill, Molly | 72. McLellan, Hayley |
| 63. Compean, Leo | 73. Pettijohn, Connie |
| 64. Cunningham, William | 74. Reischl, Virginia |
| 65. Dang-Wright, Dolores | 75. Ritscher, Nate |
| 66. Dyer Widtfeldt, Blair | 76. Sink, Scott |
| 67. Gammell, Mark | 77. Speidel, Kurt |
| 68. Gilbert, Catherine | 78. Valderrama, Andrew |
| 69. Hulse, Michael | 79. Vermeulen, Mary Anne |
| 70. Lindroth, Lauren | 80. Yeargin, Linda |

CAHSEE Prep Workshop – SJHHS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour 03/07/09-03/14/09

81. Burdick-Zupancic, Jill

Science Olympic Coach – THS

Not to exceed 27 hours instructional pay @ \$35.00 per hour 09/19/08-06/19/09

82. Gray, Megan

Autism Training (CAT) – Special Education

Not to exceed 23.5 hours pay @ \$18.00 per hour 02/02/09-06/19/09

Not to exceed 23.5 hours non-instructional pay @ \$30.00 per hour

- | | |
|---------------------|---------------------|
| 83. Burris, Brianne | 84. Fischer, Valery |
|---------------------|---------------------|

Beckman Science Class – Staff Development

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour 04/01/09-04/02/09

85. Horton, Todd


APPROVE LEAVES OF ABSENCE

<u>NAME</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
86. Fossum, Tracie	Personal	2009/10

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services 

SUBJECT: **STUDENT TEACHING AGREEMENT - CHAPMAN UNIVERSITY**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with Chapman University, Exhibit A. This new agreement allows the university to pay master teachers directly to reduce the intensive payment process involving staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. Each university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the Student Teaching Agreements to extend the field-based support of developing teachers from Chapman University, Exhibit A.



CHAPMAN
University
Orange, California 92866

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork your District will be participating with Chapman University.

TEACHER EDUCATION

SCHOOL PSYCHOLOGY

COMMUNICATION SCIENCES/DISORDERS

SCHOOL COUNSELING

EDUCATION ADMINISTRATION

THIS AGREEMENT, entered into by and between the Chapman University College of Educational Studies of Chapman University, hereinafter called the "UNIVERSITY," and the Capistrano Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the Speech Language Pathologist (SLP) or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX VI-B of the Council of Academic Accreditation (CAA) document regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY. Specifically, SLP students will be supervised by a district employed speech language pathologist with a master's degree in the field who currently holds a Certificate of Clinical Competence (CCC).
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE and shall do so if the FIELDWORK SITE so requests.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.
- D. Both parties agree to provide evidence of insurance as follows:
 - a. Commercial General Liability Insurance, written on an occurrence form, with limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$3,000,000

 - v. Each party agrees to name the other party as an additional insured as their interests may appear relative to all operations under the term of this Agreement.
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - c. Workers' compensation insurance as required by state law within the site of operations of this Agreement, with employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. Professional liability insurance coverage for all students and professional staff participating under the terms of this Agreement, with limits in the minimum amount of one million dollars (\$1,000,000) per claim or per occurrence and one million dollars (\$1,000,000) in the aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance

shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- e. The Insured party shall provide a Certificate of Insurance, satisfactory to the other party, evidencing the above coverages, said Certificate of Insurance to provide for thirty (30)-days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.
 - f. Each insurance policy shall be issued by an insurance company authorized to do business in the State or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- E. The UNIVERSITY agrees to indemnify, save harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- F. The FIELDWORK SITE agrees to indemnify, save harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- G. The parties agree the students considered learners who are fulfilling specific requirements for field experiences as part of a degree requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Worker's Compensation or any other employee benefit.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.
- (Please affix a label with contact information with Fieldwork Site Information)
- Chapman University, One University Drive
Orange, CA 92866 (P) 714-997-6590
Attn. Associate Vice-Chancellor
Ellen Curtis-Pierce Ph.D.
- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the

loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

- M. This Agreement represents the parties' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all parties hereto to the Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective July 1, 2009 and shall continue in full force and effect through June 30, 2014.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with thirty (30) days prior written notice; unless all parties agree to earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

For the School District: Name & Title (Print): _____

Signature & Date: _____

For Chapman University: Daniele Struppa, Ph.D., Chancellor

Signature & Date: _____

Appendix A
Payment for Master Teacher's for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 250.00 Master Clinician stipend per twelve (12) week session of full-time student teaching consisting of 3 units for Speech Language Pathology candidates.

\$ 250.00 Master Clinician stipend per sixteen (16) week session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential candidates.
- (b) \$ 250.00 Master Clinician stipend per sixteen (16) session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential (Special Education) candidates;
- (c) Faculty Associate semester stipend of \$50 for each College of Educational Studies student completing Praxis course requirements in his/her class;
- (d) Communication Sciences and Disorders Faculty semester stipend of \$400 for the first College of Educational Studies student assigned to his/her classroom and \$300 for each additional College of Educational Studies student assigned to his/her classroom.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Clinician, Faculty Associate, or Faculty.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix A
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METHOD OF PAYMENT: Stipend is to be paid directly to the Master Clinician, Faculty Associate, or Faculty.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and that they have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and that they have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of twelve (12) weeks for elementary credential candidates (for this, the elementary credential candidate receives six (6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) weeks for secondary credential candidates (for this, the secondary credential candidate receives six (6) semester units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counselor to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university semester.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff; provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff; provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university semester.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services *SL*

SUBJECT: **STUDENT TEACHING AGREEMENT –
UNIVERSITY OF REDLANDS**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with the University of Redlands. This new agreement allows the university to pay master teachers directly to reduce the intensive payment process involving staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. Each university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this Student Teaching Agreement to extend the field-based support of developing teachers, Exhibit A.

**EDUCATIONAL FIELDWORK AGREEMENT
2009-2011****SIGN AND RETURN**

This agreement is entered into by and between the **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the "District"), and the **UNIVERSITY OF REDLANDS** (hereinafter called the "University"). This term of agreement shall be from **1 July 2009** until **30 June 2011**.

A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.
6. Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 6 or 7 weeks).

"Clinic Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide

University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

“Student Interns” means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

“Teaching Interns” means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

“Student Observers” means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Education Administration Fieldwork/Interns” means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

“Counseling Fieldwork Candidates” means persons recommended by the University, possessing a certificate of clearance, TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: Educ. 601 Interpersonal Relationships, Educ. 602 Pluralism in Education and Educ.657A Practicum Fieldwork in Counseling. Candidates have enrolled in or completed the following courses: Educ. 653 Techniques of Counseling & Consultation, and Educ. 680 Human Development Across the Life Span. Candidates will be under the supervision of a regularly paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 40 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public k-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public k-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
 - A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and program coordinator have assessed the situation.
 - B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
 - C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. The University shall tender to the Master Teacher an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment.
4. For Counseling Fieldwork Candidates only, the University shall tender to the site supervisor a \$100.00 honorarium to be paid at the end of the assignment.

D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

E. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **CAPISTRANO UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **30 January 2009**.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Suzette Lovely
Deputy Superintendent, Personnel Services

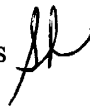
UNIVERSITY OF REDLANDS

By Philip L. Doolittle 1/30/2009
Philip L. Doolittle
Executive Vice President, and Chief Operations and Planning Officer

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services 

SUBJECT: **STUDENT TEACHING AGREEMENT – CALIFORNIA STATE
UNIVERSITY, DOMINGUEZ HILLS**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with California State University, Dominguez Hills, Exhibit A. This new agreement allows the university to pay master teachers directly to reduce the intensive payment process involving staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. Each university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve the Student Teaching Agreements to extend the field-based support of developing teachers from California State University, Dominguez Hills, Exhibit A.

**STUDENT TEACHING AGREEMENT
AGREEMENT TERM: 2009-2012**

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS (State University)

CAPISTRANO UNIFIED (School District)

Of _____ County

ORANGE

The TERM of the Agreement is April 1, 2009 to December 31, 2012.

The SERVICES to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Data Sheet(s).

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

2. The State will pay the districts Master Teacher directly for all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching. The Master Teacher will be required to submit a Service Invoice and an Independent contractors form in order to receive payment. The Service Invoice and Independent Contractors form will be given to the Master Teacher by the student teacher.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the State University shall directly send payment to the Master Teacher, at the rate provided herein, for all units of practice teaching provided by the Districts Master Teacher under and in accordance with this agreement during said semester or quarter. The State University shall attach to the service invoice a certificate, executed by a duly authorized representative of the State University certifying that the District Master Teacher expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the service invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.

6. All workers' compensation insurance shall be at the cost of the District unless otherwise provided herein, and all premiums therefore shall be paid by the District. State shall reimburse District for Workers' Compensation Insurance coverage in the amount of \$-0-per student teacher semester, or \$-0-per student teacher quarter, not to exceed a total payment of \$-0-. The second sentence of this paragraph 6 shall be operative and shall supersede the first sentence of this paragraph only if the amounts are filled in and are approved by both parties hereto.

**STATE OF CALIFORNIA
Trustees of the California State University
DOMINGUEZ HILLS**

By _____
EMMIT L. WILLIAMS
Director of Procurement, Contracts
Logistical and Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____
Title

=====

CERTIFICATION

(2)

I, the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

_____, 20 _____.
(Month/day)

"It was moved, seconded and carried that the attached contract the Trustees of the California State University, whereby the University may assign students to the schools in the school District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

District _____

County _____


By _____
Clerk, Secretary or Governing
Board of the School District

REVISED

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: RESOLUTION NO. 0809-55, APPLICATION FOR
REGIONAL RECYCLING AND WASTE DIVERSION GRANT
PROGRAM**

BACKGROUND INFORMATION

Orange County Waste and Recycling has a competitive grant opportunity to assist in supporting waste reduction within Orange County. The new cycle of grant funding is offered for eligible projects that align with Orange County Waste & Recycling mission, which is to meet the solid waste disposal needs of Orange County through efficient operations, sound environmental practices, strategic planning, innovation and technology. Capistrano Unified School District schools have shown an interest in applying for the grant and to do so, will need a resolution approved by the Board. One of the ways that the schools could use the grant would be to conduct monthly lessons that stress the importance of reducing, reusing, recycling, composting and buying recycled.

CURRENT CONSIDERATIONS

This agenda item pertains to the Board discussion, consideration and approval of a resolution outlining the Board's approval for Tijeras Creek Elementary School, Diann Buckingham, Principal; Aliso Niguel High School, Angela Brown, Science Teacher; **and San Juan Hills High School, Christina Migge, Science Teacher** to apply for a grant to further their efforts to become more efficient in disposing of their waste and a desire to teach the students of Capistrano Unified School District that everyone can help make their County a cleaner place to live. Resolution No. 0809-55 is Exhibit A and the Recycling Grant Program overview is shown as Exhibit B.

FINANCIAL IMPLICATIONS

There are no direct financial implications related to the adoption of this resolution. The school grant program has \$500,000 in available funds that may be awarded to a single recipient or more as determined by merit. Funds will be used to support the goals of the Waste & Recycling Grant Program.

**APPROVAL: RESOLUTION NO. 0809-55
APPLICATION FOR REGIONAL RECYCLING
& WASTE DIVERSION GRANT PROGRAM**

May 11, 2009

Page 2

STAFF RECOMMENDATION

It is requested that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent who will introduce this agenda item and along with Chris Van Kuiken, Manager, Energy/Safety, Business & Support Services, will answer any Trustee questions.

Following discussion, it is recommended that the Board approve and adopt Resolution No. 0809-55, Exhibit A.

DISCUSSION/
ACTION

**Resolution No. 0809-55
Orange County Waste & Recycling Grant Program**

WHEREAS, The County of Orange authorized OC Waste & Recycling to administer various Grant programs in furtherance of the State of California (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, it is furtherance of this authority the County of Orange, OC Waste & Recycling is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, Grant application procedures require a Lead applicant's governing body to authorize by resolution its approval for submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of Capistrano Unified School District; and

WHEREAS, if awarded a grant, Capistrano Unified School District will enter into an agreement with the County of Orange, OC Waste & Recycling for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Capistrano Unified School District hereby authorizes the submittal of an application by Tijeras Creek Elementary School, Diann Buckingham, Principal; Aliso Niguel High School, Angela Brown, Science Teacher; **and San Juan Hills High School, Christina Migge, Science Teacher** to the OC Waste & Recycling for all grants for which Capistrano Unified School District is eligible.

BE IT FURTHER RESOLVED that this authorization is effective for May 12, 2009 through May 12, 2014; time period not to exceed five (5) years;

BE IT FURTHER RESOLVED that the Superintendent, or his/her designee is hereby authorized and empowered to execute in the name of Capistrano Unified School District all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

PASSED AND ADOPTED by the Capistrano Unified School District Governing Board this 11th day of May, 2009.

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

**REGIONAL SCHOOL WASTE REDUCTION AND ENVIRONMENTAL EDUCATION
GRANT PROGRAM
FY 08-09 Cycle**

PROGRAM OVERVIEW

The **Regional School Waste Reduction and Environmental Education Grant Program** (Program) is designed to improve the campus' environmental performance and benefit in cost reductions by decreasing the waste disposal services needed through implementation of school waste reduction programs. Such programs are intended to contribute to sustainable regional outcomes related to recycling and waste diversion throughout Orange County, and to increase environmental literacy by aligning curriculum-based environmental education programs to learning activities that engage students in making informed waste prevention choices.

The Program has \$500,000 in funds to be awarded to successful applicant(s), based upon merit. The source of funding is the AB 939 Self-Haul Surcharge. This is a one-time grant. Future grant funding is contingent upon appropriations by the Board of Supervisors and should not be relied upon for the ongoing success of the proposed activities/programs.

OC Waste & Recycling has been directed that this funding be used for increasing new programs/activities, or significantly expanding existing programs/activities, to enhance recycling efforts and the diversion of waste from Orange County landfills.

GRANT PROGRAM OBJECTIVES

OC Waste & Recycling will review and evaluate each proposal based on the objectives established for the Regional School Waste Reduction and Environmental Education grant program.

Eligibility requirements and criteria for evaluating grant applications are as follows:

1. Requests Must Address A Need

- ✓ Program or activity should provide a comprehensive approach to teaching and innovative curriculum that connects the student learning to their everyday lives and teaches them successful waste prevention, composting, and recycling practices.
- ✓ Program or activity, to the maximum extent practicable, should demonstrate a nexus between the proposed activity and the diversion of waste to landfills and cost reduction for schools through reduced disposal costs.

2. Requests Must Include A Feasible Strategy To Achieve the Results

- ✓ Increase waste reduction and/or recycling in the school.
- ✓ Increase food waste composting and utilization.
- ✓ Increase the level of recycling at the campus and other away-from-school venues (e.g. sports events, field trips).
- ✓ Increase school waste diversion.

3. Requests Must Explain The Expected Impact

- ✓ Program or activity should, to the maximum extent practicable, integrate environmental education to relevant learning through active waste reduction programs in the school.
- ✓ Program or activity should have a clear desired outcome with an estimated impact and the ability to measure its effectiveness.
- ✓ Program or activity should take advantage, to the maximum extent practicable, of existing resources in order to ensure the greatest impact for the smallest cost.
- ✓ Program or activity should reach the greatest number of students possible to broaden the environmental education outreach and involve more participants in waste prevention, composting and recycling practices.

4. Requests Must Be Consistent With CIWMB, Office of Education and the Environment Goals

- ✓ Program or activity should, to the maximum extent practicable, be mindful of the goals of CIWMB to educate waste generators of the need to be respectful of the environment, to conserve resources and to make informed choices to prevent waste.

5. Requests Must Be Measurable

- ✓ Programs or activities should have a clear beginning and end with a built in tool to measure impact and effectiveness.

6. Requests That Identify Leveraging Opportunities

- ✓ Programs or activities should highlight leveraging opportunities such as matching/additional funding, in-kind services, and public and/or private partnerships.

GENERAL CONDITIONS

Application and Submittal Requirements

Applications must be submitted to OC Waste & Recycling with a School Board-approved Minute Order and a copy of a School Board resolution that outlines the jurisdiction's intended use of the grant funds and explicitly state that it agrees to comply with the conditions outlined in this document.

All materials submitted become the property of OC Waste & Recycling and will not be returned. Funds awarded are public funds and any information submitted or generated is subject to public disclosure requirements.

A completed and signed application must be submitted by April 23, 2009. Failure to complete and return the application may jeopardize the ability to receive funds.

New or Significantly Expanded Programs/Activities

Only new or significantly expanded existing, short or long-term projects, programs or activities that meet the established criteria will be awarded funding. Applications that do not clearly state whether this is new or existing and justify its proposed expansion may be rejected.

Completion of a Grant Recipient Fulfillment Report

A completed and signed Grant Recipient Fulfillment Report must be returned upon completion of the program/project. Failure to complete and return this report may affect eligibility for future grant funding. Funded projects are tracked to ensure compliance with the established criteria.

Attendance of County-Hosted Bi-Monthly Recycling Coordinators Meetings

Recipient agrees to regularly attend the County Bi-Monthly Recycling Coordinators meetings. Missing more than two of these meetings per year could affect eligibility for future grant funding.

Funded Program Changes

Any proposed changes to a County-sponsored program or project utilizing these grant funds, including an extension of the program/project timeline, shall be approved at the sole discretion of the Director, OC Waste & Recycling. The County takes into consideration that other government and private funding may need to be coordinated to facilitate partnerships. Proposed changes must fall under granting guidelines and criteria and provide a benefit to regional diversion or recycling efforts. It is important that the recipient initiate contact with the Manager of Recycling and Environmental Programs prior to making program changes.

Extension Requests

Extensions are granted on a case-by-case review. The maximum extension is 6 months beyond the initial 12 months after sponsorship funding and may be approved by the Manager of Recycling and Environmental Programs. The Director of OC Waste & Recycling may consider construction or multi-year projects separately and approve additional extensions of up to 12 months, not to exceed a total period of 3 years.

FUNDING RESTRICTIONS

If the program or project is approved, funds will be distributed only to the name of the organization that applied and may be used only for the program/project described in the application.

Ineligible Programs or Activities

The Regional School Waste Reduction and Environmental Education Grant Program will not fund programs or activities that involve items or materials not accepted at Class III Landfills. Therefore, recycling and waste diversion programs or activities that involve items or materials not accepted at Class III Landfill facilities, such as sharps, fluorescent bulbs, batteries, tires, e-waste, universal waste or treated wood are **not eligible** for this grant cycle.

The County WILL NOT fund expenses for staff, travel/transportation, office space, equipment, scholarships, internships, legal, lobbying or consulting fees.

Unused Funds

The County reserves the right to request unused grant funds be returned within 60 days after review of the program status, if the date of completion as mutually agreed upon in the Financial Agreement is not met.

No Retroactive Funding

Programs will not be funded retroactively. If the program completion date precedes the application and approval deadlines, funding request will be declined.

EVALUATION CRITERIA

Applicants are requested to state the minimum grant award requested and a maximum grant award requested and highlight the levels of service provided for each level of funding.

Special consideration will be given to those applications that partner, or reach an underserved community, or provide an opportunity that would not otherwise exist.

The evaluation committee will be comprised of panelists knowledgeable about recycling and waste diversion programs. The panelists will be asked to assess the applications according to the following criteria:

The proposed activity and the justification of its regional impact.

- Has the applicant clearly identified the issue or need the proposed project seeks to address?
- How adequately has the applicant described the focus of the project? Is there a detailed description of the strategy and expected results?
- How persuasively has the applicant made its case that the proposed program is important at a regional level for recycling and waste diversion purposes, such as measurable activities to achieve school district waste reduction goals?

The feasibility of the proposed project to achieve measurable results.

- Are the proposed activities clearly described and are they feasible?
- How will this project contribute to diversion of solid waste to OC landfills?

- Has the applicant quantified the anticipated number of student participants or means to show how the state academic standards are met by the project?

The adequacy of the scope of work.

- Has the applicant provided a feasible and clearly described scope of work, project schedule and budget?
- Have equipment, resources and technologies been clearly described and are these within the applicant's ability to obtain and have control of their utilization?
- Are the roles of the principal staff and facilitators defined and appropriate to the project's goals? (attach detailed resume for each, if applicable)
- Do they have the experience and qualifications appropriate to the project's objectives and does the proposal reflect adequate commitment of staff and resources to implement the project from beginning to end?

Thoughtful planning and organized project management steps to show experience and understanding of the entire process.

- Does the project present a reasonable project timeline with an implementation schedule and anticipated starting and ending dates? (attach detailed schedule if applicable)
- Has the applicant listed any applicable permits, licenses or insurance coverage that must be obtained for the project implementation?

The proposed utilization of the grant funds to achieve significantly expanded or new services.

- Has the applicant clearly identified the issue or need the proposed project seeks to address?
- Has the applicant clearly stated how the requested grant funds will accomplish improved economic and environmental performance in the area of solid waste reduction or increased environmental education programs that are integrated with active waste reduction or recycling services at the school?
- Has the applicant demonstrated sound fiscal management and provided a project budget that is realistic and cost effective?

AWARD INFORMATION

This is a competitive grant. Applications will be reviewed by OC Waste & Recycling for completeness, and adequacy in answering the questions above. Based upon the initial assessments and ranking of proposed projects by merit and regional significance in recycling and waste diversion, the Orange County Board of Supervisors will make the final funding decisions and award the grant(s).

ELIGIBILITY

Any school or school district responsible for environmental education within the County of Orange, California, is eligible. Grants are not awarded to individuals. Only one application for a Regional School Waste Reduction and Environmental Education Grant may be submitted annually by a school or school district as the project lead. A school or school district may be listed on another application as a partner or supporter of the grant project and still apply separately for a different proposed project. Multiple applicants may partner together to serve broader numbers of students within the scope of the proposed program or project.

BUDGET

Provide an itemized budget showing the project's expenses. Applicants are requested to state the minimum grant award requested and a maximum grant award requested up to a \$400,000 limit and highlight the levels of service provided for each level of funding.

Cost sharing is not required. If eligible expenses are more than the awarded grant amount, an applicant may cover the difference and show this as cost sharing in the project's proposed budget.

DEADLINE & SUBMITTAL

Applications must be received by OC Waste & Recycling by **April 23, 2009**. Applications submitted after that date will not be accepted for consideration. Supplementary materials must also arrive at OC Waste & Recycling by the deadline to be considered as part of the application.

Date	Timeline
02/26/09	Board of Supervisors Briefings: Issuance of grant RFP
03/05/09	Release Grant Application: www.oilandfills.com
03/05/09 – 03/26/09	Question and Answer Period: Questions must be submitted only by e-mail or mail.
03/26/09	All answers will be posted (tentative).
04/23/09	Application Deadline: Mailed applications must be postmarked by this date.
04/23/09	Hand-delivered applications must be received and date-stamped by the OC Waste & Recycling by 3:00 p.m. on this date.
04/23/09 – 05/14/09	Evaluation of Grant Award Recipients: Evaluation committee reviews applications and selects grant projects for recommendation to the Board of Supervisors.
05/14/09	If resolution is not submitted with the application: OC Waste & Recycling must receive resolution by this date.
05/14/09 – 05/26/09	Negotiate Financial Agreement: Grant Applicant and OC Waste & Recycling to enter into financial agreement for Board adoption to allocate grant funding.
06/23/09	Present Recommended Grant Projects to Board of Supervisors: Board to consider award of funds to proposed grant recipients.

Submit application to:

County of Orange
OC Waste & Recycling
Regional Waste & Recycling Diversion Grant
300 N. Flower Street, Suite 400
Santa Ana, Ca. 92703

Regional School Waste Reduction and Environmental Education Grant Program Contact:
Isabel Rios, Manager of Recycling and Environmental Programs, at (714) 834-4118 or via email at

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Isabel Rios, Manager of Recycling and Environmental Programs, at (714) 834-4118 or via email at Isabel.Rios@iwmd.ocgov.com.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: ADOPTION OF RESOLUTION NO. 0809-54: AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-10 AND ISSUANCE AND SALE OF A 2009-10 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTE

BACKGROUND INFORMATION

For many years, the Capistrano Unified School District has issued Tax and Revenue Anticipation Notes (TRANS) in order to meet cash flow needs. The District receives the largest portion of its revenue from local property taxes which are paid primarily in December and April of each year. The District receives a smaller portion of its revenue on a monthly basis from state and federal programs. Without the issuance of a TRAN, the District would be unable to meet its payrolls and vendor payments in the months prior to the receipt of the property tax revenues.

CURRENT CONSIDERATIONS

This agenda item pertains to Board approval of Resolution No. 0809-54 to issue an amount not to exceed \$70 million in a TRAN for the 2009-10 fiscal year, and to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (Exhibit A).

This resolution authorizes the issuance of the notes to be pooled with other Orange County school district notes to be named the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program.

The resolution authorizing the sale of the notes also provides for a Trust Agreement. The Trust Agreement provides for the pooling of the notes and also assures the investment community that the funds will be repaid. The Trustee will hold the repayment funds rather than the County Treasury. The Trust Agreement makes it clear that each school district is liable only for payment of its own notes.

2009-10 Tax Revenue Anticipation Note (TRAN)

Adoption Of Resolution 0809-54

May 11, 2009

Page 2

The final executed Trust Agreement, Purchase Agreement, and Official Statement, referenced in Resolution No. 0809-54, will be available for the review of Board members or members of the public in July at the office of the Deputy Superintendent, Business and Support Services.

FINANCIAL IMPLICATIONS

The costs of issuance (COI) of the 2009-10 TRAN are estimated to be \$125,000, and include fees to the financial advisor, bond counsel, disclosure counsel, bank counsel, rating agency, printing and other miscellaneous administrative costs.

Additionally, CUSD must incur interest costs estimated at 2% of the borrowed principal over the course of the TRAN issuance. However, to offset the interest fees and the COI, the District is projected to receive a TRAN purchase premium of approximately 2% of the issuance amount, and estimated interest earnings of 1.5% on net proceeds of the TRAN issuance. Historically, CUSD has realized a net proceed from the TRAN, as the premium and interest earnings have been in excess of the COI and interest fees. Any projected net proceeds have not been incorporated in the District's 2009-10 fiscal year budget planning.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and be available for Trustee questions.

After appropriate discussion, it is further recommended that Trustees approve Resolution No. 0809-54 authorizing the borrowing of funds for fiscal year 2009-10 and the issuance and sale of a 2009-10 Tax and Revenue Anticipation Note and participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (Exhibit A).

DISCUSSION/
ACTION

RESOLUTION NO. 0809-54

RESOLUTION OF CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-10 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-10 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$70,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts, community college districts and county boards or departments of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Trustees of the Capistrano Unified School District (the "Board") has determined that the sum not to exceed Seventy Million Dollars (\$70,000,000) (the "Principal Amount"), which Principal Amount is to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein), is needed for the requirements of the Capistrano Unified School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or two series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, held or accrued by the District attributable to its fiscal year ending June 30, 2010 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of one or two series of Notes (as hereinafter defined) in a combined amount not to exceed the Principal Amount;

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within forty-five calendar days following receipt of this Resolution, the District may issue the Notes in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the aggregate principal amount of the Notes and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, the District desires to authorize the issuance of the Notes, in one or two series, each to be marketed together with some or all of the notes issued by other school districts and the Department simultaneously therewith, through the issuance of a note (the "Series A Note") not earlier than July 1, 2009 and/or, as may be determined by an Authorized Officer (as defined herein), a subsequent issuance of a note payable on a parity basis (the "Series B Note") prior to June 1, 2010;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Notes and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program (the "Program"), whereby participating school districts, community college districts and the Orange County Department of Education (the "Department"), each as may direct by form of resolution substantially similar to this Resolution (the Department, if so electing to participate, together with the school districts electing to participate in the Program, the "Issuers") will, on or more dates in the Repayment Fiscal Year, simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Series A Note marketed together with some or all of the notes issued concurrently by other school districts, community college districts and the Department, if an Authorized Officer (as defined herein) determines that it is in the best interest of the District to participate in the Program and, in the event that a comparable Program exists at the time District issues its Series B Note, to have its Series B Note marketed together with some or all of the notes issued by other school districts, community college districts and the Department then participating in such Program upon the determination by an Authorized Officer at that time that participation in such Program is in the best financial interests of the District, and further, the District may issue a Series A Note or a Series B Note, or both, depending upon whether an Authorized Officer determines that the timing of the District's participation in one or two series is in the best financial interest of the District;

WHEREAS, Tamalpais Advisors, Inc. (the "Financial Advisor") will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) provides additional security for notes comprising each Series, and (ii) delivery dates, maturity dates, security provisions and possibly other features, all of which the District hereby authorizes the Financial Advisor to determine, the principal features of which are to be set forth in the respective Pricing Confirmation substantially in the form and substance set forth in Exhibit C hereto (the "Pricing Confirmation") and finalized upon the pricing of the Series A Note and the Series B Note, if any;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement with respect to such Series (each applicable to a separate Series of Note Participations, a "Trust Agreement"), a form of which has been presented to this meeting, between such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations (each, a "Noteholder"), that the respective Issuer or Issuers shall provide notices of the occurrence of certain enumerated events, if deemed by the respective Issuer or Issuers to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note and the notes issued by other Issuers simultaneously therewith; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers simultaneously therewith, if the Authorized Officer determines at the time of sale of the Series A Note or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District, or alternatively, requests that the Board of Supervisors of the County borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement, as finally executed (collectively, the "Credit Agreement") between the Issuers and/or the Trustee and the respective Credit Provider;

WHEREAS, the net proceeds of the Notes may be invested under an investment agreement with an investment provider to be determined on the basis of a competitive bid initiated by the Department, as Program Sponsor and set forth in the Pricing Confirmation;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instrument, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instrument, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined and specified in the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b) if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Series A Note and the notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale pursuant to procedures set forth herein and in the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting (the "Official Notice of Sale") or, in the alternative, as provided herein, through negotiation with an underwriter pursuant to the terms and provisions of a purchase agreement, which shall be substantially in the form of the purchase agreement presented to this meeting (the "Purchase Agreement"); and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Authorization of Issuance. This Board hereby determines to borrow, and, to the extent required by the Act, requests the Board of Supervisors of the County to borrow on behalf of the District, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received, held or accrued by the District attributable to the Repayment Fiscal Year, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of two series of the Notes, in a combined amount not to exceed the Principal Amount under Sections 53850 *et seq.* of the Act, designated the "Capistrano Unified School District 2009-10 Tax and Revenue Anticipation Note, Series ___" (with an appropriate series designation to be specified) (as defined herein, the "Notes"), to be issued in the form of one fully registered note for each series at the principal amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen months thereafter on a date indicated on the face thereof and set forth in the related Pricing Confirmation (as it pertains to each series, the "Maturity Date"), and to bear interest, payable on the respective Maturity Date, and if such Maturity Date is more than twelve months from the date of issuance, the interim interest payment date set forth in the related Pricing Confirmation, and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed ten percent (10%) per annum as determined at the time of the sale of the respective Note (as it pertains to each series, the "Note Rate"). If the respective Note as evidenced and represented by the Series of Note Participations is not fully paid at maturity or if secured in whole or in part by a Credit Instrument with a draw or claim thereon not fully reimbursed on such date, it shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a

draw or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences the Default Rate (as defined in the Trust Agreement). In such case, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act and/or the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of sale of the Series A Note and/or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Series A Note within forty-five calendar days following receipt of this Resolution or (ii) the Act is amended to permit the issuance of the Series A Note by the District without requiring the District to first request the County to issue the Series A Note on its behalf, this Board hereby authorizes issuance of the Series A Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. Form of Notes. The Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if

issued by the Board of Supervisors of the County, or (ii) Exhibit B, if issued by the District, each as attached hereto and by reference incorporated herein, the blanks in said forms to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. (a) The Notes shall be sold in one or two series as set forth herein pursuant to the procedures set forth in subsection (b) below, unless any one of the Superintendent, Deputy Superintendent, Business and Support Services or Member of the Board of Trustees of the District, as the case may be, or, in the absence of said officer, his or her duly appointed deputy or assistant or such other person so designated in writing by the Chair or President of the Board of Trustees of the District (each, an “Authorized Officer”) notifies the Representative, as hereinafter defined, that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to sell its Notes pursuant to the procedures described in subsection (c) below, in which case those procedures shall be followed.

The District is hereby authorized and directed to cause a form of Notice of Intention to Sell Note Participations to be published once in connection with the Series A Note and once in connection with the Series B Note, at least five days prior to each Sale Date, in *The Bond Buyer*, a financial publication reasonably expected to be disseminated among prospective bidders for the Note Participations. Each such notice shall include the date, time and place of the sale and estimated amount of Note Participations of the particular Series to be sold.

(b) The offices of the Financial Advisor or Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) is hereby fixed as the place, and the Superintendent, Deputy Superintendent or the Assistant Superintendent, Business Services of the Department or his or her designee (the “Representative”), in consultation with the Financial Advisor, shall fix a time with respect to each Series of Note Participations, not later than nine months from the date of adoption of this resolution (each, a “Sale Date”), at which bids will be received for the purchase of the respective Series of Note Participations, subject to the terms and conditions of the respective Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting, or otherwise pursuant to the Purchase Agreement; provided that the presentation, receipt and analysis of bids may be specified to be conducted through the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Financial Advisor and/or Bond Counsel are hereby authorized and directed to open the bids or otherwise cause the presentation of bids presented via electronic means at the time and place specified in said Official Notice of Sale and to present the same to the Representative. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to said Official Notice of Sale, to cause said bids to be examined for compliance with said Official Notice of Sale, to cause computations to be made as to which bidder has bid the lowest true interest cost to the Issuers of the applicable Series of Note Participations and to present such bids to the Representative, as provided in said Official Notice of Sale, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Note Participations and proceedings for the issuance thereof; and, in connection with the foregoing, to utilize the services of an electronic bidding service or other agent for service satisfactory to the Representative.

The Representative is authorized to award each Series of the Note Participations under the terms and conditions stated in the Official Notice of Sale to the bidder with the best bid therefore determined in accordance with said Official Notice of Sale and in accordance with the Pricing Confirmation confirming the award of the Note Participations under the terms and conditions stated in the respective Official Notice of Sale including, without limitation, the interest rate and price, and the form of the Pricing Confirmation substantially in the form and substance set forth in Exhibit C attached hereto is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation in substantially said form, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Notes shall not exceed ten percent (10%) per annum and the aggregate Principal Amount of the Series A Note shall not exceed \$70,000,000.

The Series B Note shall be sold pursuant to the terms and provisions of an Official Notice of Sale substantially similar in scope and content to the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting (the "Series B Official Notice of Sale"), as part of the Program or separately, upon determination and written direction of the Authorized Officer. The Representative is hereby authorized and directed to execute and deliver the Series B Official Notice of Sale with such changes as the Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation, substantially in the form and substance set forth in Exhibit C attached hereto in connection with the sale of the Series B Note, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the sale of the Notes and the Note Participations and the award of one or more investment agreements, if any, as solicited from qualified bidders by the Investment Broker retained by the Representative.

(c) If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to negotiate the sale of its Series A Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold to one or more underwriters (collectively, the "Underwriter") pursuant to the terms and provisions of the Purchase Agreement and as provided in this subsection (c). The form of the Purchase Agreement presented to this meeting is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note to such Underwriter and, if applicable, the Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Series A Note shall not exceed ten percent (10%) per annum, and that the District's *pro rata* share of underwriter's discount on the Series A Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of

such Series. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to negotiate the sale of its Series B Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting (the "Series B Purchase Agreement") upon determination and written direction of the Authorized Officer. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note to such Underwriter and, if applicable, the Series B Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Series B Note shall not exceed ten percent (10%) per annum, and that the District's *pro rata* share of underwriter's discount on the Series B Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of such Series. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

(d) If the Authorized Officer does not elect to participate in a Program to pool the Note with notes of other Issuers, the Note shall be sold competitively or to the Underwriter pursuant to the terms and provisions of a purchase agreement substantially similar in scope and content to the Purchase Agreement presented to this meeting, separately upon determination and written direction of the Authorized Officer. The County Officer is hereby authorized and directed to execute and deliver such Purchase Agreement with such changes as such County Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed ten percent (10%) per annum, and that the underwriter's discount on the Note, shall not exceed 1.0% of the amount of the Note.

(e) The District reserves the right to cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program until one day prior to the date the respective Series of Note Participations shall be offered for sale; provided the District shall not cancel its participation in the South Coast Local Education Agencies Pooled Tax and Revenue Anticipation Note Program with respect to Series A Note or the Series B Note on or after the respective sale date thereof; and provided further that the District acknowledges that following the adoption of this Resolution by the District, substantial work will be undertaken upon the District's behalf by the Financial Advisor, Bond Counsel and Disclosure Counsel (each as defined herein) and in consideration of the sharing of costs among of all Issuers, the District hereby authorizes the payment of its *pro rata* portion of the Pool's aggregate costs not to exceed \$140,000 as approved by the Representative in the event that the respective Series of Note Participations shall be executed and delivered, it being understood that no such costs will be due in the event that the respective Series of Note Participations shall not be executed and delivered.

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series referred to in the related Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The provisions of this Section 5 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

The form of Trust Agreement presented to this meeting is hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement together with a Credit Agreement consistent with the general terms of the Trust Agreement, if applicable (which Credit Agreement shall be identified in the Pricing Confirmation, in substantially one or more of said forms, with a substantially final form of Credit Agreement delivered to the Authorized Officer concurrent with the Pricing Confirmation), and an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement") as required by Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (which undertaking may be set forth in the Trust Agreement), and each with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Continuing Disclosure Agreement, if applicable, the Pricing Confirmation and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective bidders the Preliminary Official Statement and the Official Notice of Sale in connection with the offering and sale of the Note Participations.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official

Statement as of its date final within the meaning of the Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), except for certain omissions permitted by the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the execution of the related Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor (and/or the Underwriter, if any).

The Trustee is authorized and directed to execute, on behalf of the District, Note Participations evidencing and representing interests of the owners thereof in the related series of notes pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser or purchasers thereof upon payment of the respective purchase price therefor, pursuant to the terms of the Trust Agreement. The District agrees to pay or cause to be paid, in addition to the amounts payable under the Notes, any fees or expenses of the Trustee pursuant to the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if its Note or Notes as evidenced and represented by a Series of Note Participations shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings or payments made under the Credit Instrument with respect to the Note or Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of the Note Participations which evidence and represent the Note or Notes are paid the full principal amount represented by the unsecured portion of the Note or Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series.

Such additional amounts will be paid by the District within twenty five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Series A Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Series A Note, if applicable, and the Notes as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the related series of notes, shall be treated as owners of the notes of the related series of notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the related series of notes. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the related series of notes, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Notes evidenced and represented by the related Series of Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in such Trust Agreement. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Series A Note.

The provisions of this Section 7 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Notes on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

If the Authorized Officer does not elect to participate in a Program to pool the Notes with notes of other Issuers, then proceeds of the sale of the Notes shall be deposited in a separate fund of the District hereby designated the "2009 Tax and Revenue Anticipation Note Proceeds Fund" (herein called the "Series 2009 Proceeds Fund") which fund shall be established with the Orange County Treasurer (the "County Treasurer") at the time of issuance of the respective Series A Note and/or Series B Note.

All moneys in the Proceeds Fund shall be invested in the Orange County Treasurer's Money Market Educational Investment Pool or, at the written direction of the District, in investments permitted and authorized for such funds, and the proceeds of such investments shall be retained in the Proceeds Fund. Amounts in the Proceeds Fund may be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the General Fund of the District.

Section 8. Source of Payment. (a) The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received, held or accrued by the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof, with each series of Notes of the District to be payable on a parity basis with the other. As security for the payment of the principal of and interest on the Notes and the amount, if any, owed to the Credit Provider, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received, held or accrued by the District and are attributable to the Repayment Fiscal Year, and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider, if any, shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received, held or accrued by the District and are attributable to the Repayment Fiscal Year. Notwithstanding the foregoing the terms "Unrestricted Revenues" and "Pledged Revenues" shall exclude moneys which, when received by the District, will be encumbered for a special purpose unless an equivalent amount of the proceeds of the Notes is set aside and used for said special purpose.

In order to effect the pledge referred to in the preceding paragraph, the District agrees to the establishment and maintenance of a Payment Account as a special fund of the District (the "Payment Account") by the Trustee as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon, and the District agrees to cause to be deposited (and the District or the Representative shall request specific amounts from

the District's funds on deposit with the County Treasurer for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of notes as one or more sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in such Payment Account, taking into consideration anticipated investment earnings thereon to be received and deposited in the Payment Account on or before the Maturity Date (as set forth in a certificate from the Financial Advisor, or investment advisor, to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation or Pricing Confirmations to the percentages of the principal and interest due on the Notes at maturity as specified in the Pricing Confirmation or Pricing Confirmations. Amounts in the Payment Account are hereby pledged to the payment of the Notes.

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Notes at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

(b) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Notes and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Notes and all interest thereon are paid or until provision has been made for the payment of the principal of the Notes at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

(c) The moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the related series of notes or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Notes in full, moneys in the Payment Account shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Notes and the interest thereon and any

Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Notes in full on the Maturity Date.

(d) Moneys in the Proceeds Subaccount and the Payment Account shall be invested by the Trustee pursuant to the Trust Agreement in investment agreement(s) and/or other Permitted Investments as described in and under the terms of the Trust Agreement and as designated in the related Pricing Confirmation. In the event the District designates an investment agreement or investment agreements as the investments in the related Pricing Confirmation, the District hereby directs the Trustee to invest such funds pursuant to the investment agreement or investment agreements (which shall be with a provider rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the Note Participations, and acceptable to the Credit Provider, if any, and the particulars of which pertaining to interest rate and investment provider will be set forth in the related Pricing Confirmation) and authorizes the Trustee to enter into such investment agreement on behalf of the District. The District's funds shall be accounted for separately and the obligation of the provider of the investment agreement with respect to the District under the investment agreement shall be severable. Any such investment by the Trustee shall be for the account and risk of the District and the District shall not be deemed to be relieved of any of its obligations with respect to the Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount and Payment Account.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement.

Section 9. Execution of Notes. Any one of the County Treasurer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Notes by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Notes by manual or facsimile signature and to affix the seal of the County to the Notes either manually or by facsimile impression thereof. In the event the Notes are issued by the District under the circumstances described in Section 2 hereof, any one of the Chair or President of the Board of Trustees of the District or any other member of such board shall be authorized to execute the Notes by manual or facsimile signature and the Secretary of the Board of Trustees of the District, the Superintendent of the District, any Authorized Officer or any duly appointed assistant thereto, shall be authorized to countersign the Notes by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of the Notes to be filled in as may be appropriate pursuant to the related Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Notes pursuant to the terms and conditions of the related Purchase Agreement, if applicable, and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 10. Representations and Covenants.

The District hereby makes the following representations and covenants, which shall be reconfirmed prior to delivery of the each series of the Notes:

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Notes on its behalf and, if applicable, (iv) issue the Notes.

(B) (i) Upon the issuance of each series of the Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver the Notes on behalf of the District and to perform its obligations as provided herein and therein and, if applicable, (iii) subject to the terms of this Resolution and Section 53853 of the Act, the District has full legal right, power and authority to issue and deliver the Notes.

(C) The issuance of each series of the Notes, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Notes.

(E) The District has (or will have prior to the issuance of each series the Notes) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Credit Provider, if any, the Financial Advisor and the Underwriter, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Notes plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated

amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the last five fiscal years for which information is available, and the District, as of the date of adoption of this Resolution and on the date of issuance of the Notes, reasonably expects the County to collect at least eighty-five percent (85%) of such amount for the Repayment Fiscal Year.

(H) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed in the Preliminary Official Statement, there has been no material change in the financial condition of the District since the date of such audited financial statements and no condition exists that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Notes. The District agrees to furnish to the Financial Advisor, the Underwriter, if any, the Credit Provider, if any, and the Trustee promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Notes, the Trust Agreement, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Notes, the Trust Agreement, the Purchase Agreement, if any, the Credit Agreement, if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consent of the Credit Provider, if any, or (ii) in any way that would materially adversely affect the interests of the Noteholders or Note Participation Owners.

(L) Upon issuance of the Notes, the Notes and this Resolution will constitute legal, valid and binding agreements of the District, enforceable in accordance with

their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

(N) The District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2008-09 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, if any, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 prior to the issuance of a series of the Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2008-09 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended by the State Superintendent of Public Instruction as interpreted by the County Department of Education.

(R) The District will maintain a positive general fund balance during the Repayment Fiscal Year.

Section 11. Tax Covenants. (a) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the

District will not make any use of the proceeds of the Notes or any other funds of the District which would cause the Notes to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder, including without limitation, as set forth in the provisions of a certificate of the District (the “District Certificate”) regarding certain tax provisions, to the extent that such requirements are, at the time, applicable and in effect.

(b) The District hereby represents either (i) that the District is a “Small Issuer” and that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2009, including the Notes, is not reasonably expected to exceed \$5,000,000, provided such amount may be increased by the lesser of \$10,000,000 or the aggregate face amount of such tax-exempt obligations attributable to financing the construction (as defined in Section 148(f)(C)(iv) of the Code) of public school facilities, or (ii) that the District is a “Large Issuer” and acknowledges that in the event the District does not expend the gross proceeds of the Notes on or before the day that is six months after the date of issuance of the respective series of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code, the Notes will be subject to the rebate requirement under Section 148(f) of the Code and, notwithstanding, the District covenants that it will take all legally permissible steps necessary to ensure that all of the gross proceeds of the Notes will be expended no later than the day that is six months after the date of issuance of the respective series of the Notes so as to satisfy the requirements of Section 148(f)(4)(B) of the Code, with the acknowledgement that the District may exclude its working capital reserve (as defined in the District Certificate executed in connection with the delivery of the Notes) in accordance therewith.

(c) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Notes, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(d) The covenants contained in this Section 11 shall survive the payment of the Notes.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the deposits to the Payment Account or any other payment required to be paid hereunder on or before the date on which such deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Notes, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(h) Without declaring the Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of

the District, an amount equal to the principal of the Notes and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(i) Take whatever other action at law or in equity (except for acceleration of payment on the Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder so long as such action will not materially adversely affect the rights of any Owner, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any Owner of a Note Participation to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such Owner's Note Participation.

If the Credit Provider is not reimbursed on the Maturity Date for the drawing or payment, as applicable, used to pay principal of and interest on the Note of the related Series due to a default in payment on the Note of the related Series by the District, as provided in Section 5.03 of the related Trust Agreement, or if any portion of the principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Notes on the day on which it matures. Payment of the Notes shall be in accordance with the terms of the Notes and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Notes, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute the Notes and cause the Trustee to authenticate and accept delivery of the Notes, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes

and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Superintendent or Assistant Superintendent, Business Services of the Representative and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Credit Enhancement and Other Actions. The Representative is authorized and directed, for the benefit and in the name of the Program and the District, to purchase municipal bond insurance or other credit enhancement at market rates with respect to each or either Series of the Notes and/or all or part of the Note Participations, if the Representative determines with the advice of the Financial Advisor and Bond Counsel that it will be advantageous to the respective Issuers to purchase such insurance or other credit enhancement. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the purchase of municipal bond insurance or other credit enhancement which may be issued pursuant to a Credit Agreement between the respective Issuers and/or the Trustee and the respective credit provider and the award of such municipal bond insurance or other credit enhancement, if any, as solicited from qualified providers, which shall be identified and approved in the related Pricing Confirmation. As provided in Section 4 hereof, an Authorized Officer is authorized and directed to execute and deliver the related Pricing Confirmation confirming that the interest rate and price and other terms of the sale of the respective series of Notes are acceptable to the District, and the Authorized Officer is hereby further authorized and directed to execute and deliver such other documents or certificates required to be executed and delivered thereunder or to consummate the transaction contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such Authorized Officer to be conclusively evidenced by such execution and delivery.

Subject to Section 8 hereof, the District hereby agrees that if the Note or Notes as evidenced and represented by the Series of Note Participations shall become a Defaulted Note or Notes, the unpaid portion thereof or the portion to which a credit instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Notes, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the holders of the Series of the Note Participations which evidence and represent the Notes are paid the full principal amount represented by the unsecured portion of the Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

Section 16. Proceedings Constitute Contract. The provisions of the Notes and of this Resolution shall constitute a contract between the District and the registered owner of the Notes and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irreparable.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Notes or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof and the County is not liable for payment of the Notes or any other obligation of the District hereunder.

Section 18. Submittal of Resolution to County. To the extent required by law, the Secretary of the Board of Trustees of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the County Treasurer and to the County Superintendent of Schools.

Section 19. Appointment of Bond Counsel. The law firm of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California is hereby appointed Bond Counsel for the District and the Program.

Section 20. Appointment of Disclosure Counsel. The law firm of Hawkins, Delafield & Wood LLP, Los Angeles, California is hereby appointed Disclosure Counsel for the Series and the Program.

Section 21. Appointment of Financial Advisor. Tamalpais Advisors, Inc., Sausalito, California is hereby appointed Financial Advisor for the Series and the Program.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Effective Date. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

FORM OF NOTE

CAPISTRANO UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2009-10 TAX AND REVENUE ANTICIPATION NOTE, SERIES [A/B]*/

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Month</u>	<u>Second Repayment Month</u>	<u>Third Repayment Month</u>
40% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, together with interest thereon at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the 2009-10 Tax and Revenue Anticipation Note, Series [A/B] issued for and in the name and on behalf of the District and authorized, executed and given pursuant to and by authority of certain resolutions of the Board of Trustees of the District and the governing board of the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Notes, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Notes at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The County, the District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the County, the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer.

COUNTY OF ORANGE

By _____ [SPECIMEN COPY] _____
Title:

Countersigned

By _____ [SPECIMEN COPY] _____
Title:

EXHIBIT B

FORM OF NOTE

CAPISTRANO UNIFIED SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2009-10 TAX AND REVENUE ANTICIPATION NOTE, SERIES [A/B]*/

<u>Interest Rate</u>	<u>Maturity Date</u>	Date of Original Issue
First Repayment Month	Second Repayment Month	Third Repayment Month
40% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Capistrano Unified School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, together with interest thereon at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the District's 2009-10 Tax and Revenue Anticipation Note, Series [A/B] authorized, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Notes, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Notes at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____ [SPECIMEN COPY] _____
Title:

Countersigned

By _____ [SPECIMEN COPY] _____
Title:

EXHIBIT C

**SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009 ___**

PRICING CONFIRMATION

Capistrano Unified School District (the "Participant")

Principal Amount of Note: \$ _____
Interest Rate (Note Rate): _____ %
Maturity Date: _____, 2010
Purchase Date: _____, 2009
Closing Date: _____, 2009
Purchase Price: \$ _____
 Portion Deposited to Proceeds Subaccount: \$ _____
 Portion Deposited to Costs of Issuance Fund: \$ _____

[Municipal Bond Insurer/Credit Instrument Provider: _____]
[Investment Agreement Provider: _____]
[Interest Rate payable on funds invested under Investment Agreement: _____ %]

Repayment Months: [PROPOSED; SUBJECT TO CHANGE]

First Repayment Month:	February	Percentage of total principal and interest due on Note at maturity
Second Repayment Month:	April	Percentage of total principal and interest due on Note at maturity
Third Repayment Month:	May	Percentage of total principal and interest due on Note at maturity

In addition to the foregoing, the undersigned further certifies that the [Bid Forms][proof of bid] submitted by _____, _____ and _____, as further memorialized by this Pricing Confirmation, are agreed to and accepted as of this Purchase Date as set forth above by an Authorized Officer of the Participant.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____ [SPECIMEN COPY]
 Authorized Officer

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Trustees of the Capistrano Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a _____ meeting of the Board of Trustees duly and regularly held at the regular meeting place thereof on the ____ day of _____, 2009, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at _____, _____, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

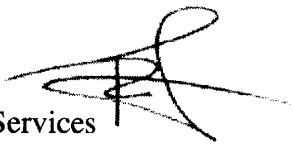
Dated: _____, 2009

Secretary of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent Business & Support Services 

SUBJECT: **2008-09/2009-10 BUDGET DISCUSSION VIII: REVIEW OF
POTENTIAL BUDGET REDUCTIONS FOR FISCAL YEAR 2010/11**

BACKGROUND INFORMATION

As part of the budget adoption process for fiscal year 2009/10, the District is required to meet the multi-year fiscal solvency requirements of AB1200. In order to do this, staff is projecting that approximately \$5.5 million in ongoing reductions will need to be made to the 2010/11 fiscal year budget. Background budget information from previous Board meetings can be found at:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1219972013336.

CURRENT CONSIDERATIONS

Continuation of the discussions from:

January 21, 2009	Budget Discussion I
February 9, 2009	Budget Discussion II
February 25, 2009	Budget Discussion III
March 9, 2009	Budget Discussion IV
March 24, 2009	Budget Discussion V
April 2, 2009	Budget Discussion VI
April 13, 2009	Budget Discussion VII

Due to reduced levels of funding from the state, a shortfall of \$25 million is projected for 2009/10 and another \$5.5 million is projected for 2010/11. This evening staff will be presenting and reviewing possible reductions in the amount of \$5.5 million for 2010/11.

Staff began identifying some of the areas where these reductions could possibly occur over the past several weeks. A first look at possible budget reductions for fiscal year 2010/11 was provided to the Board on April 13th. The Budget Subcommittee reviewed this information on April 22nd and again on April 29th.

**2008-09/2009-10 BUDGET DISCUSSION VIII: REVIEW OF POTENTIAL
BUDGET REDUCTIONS FOR FISCAL YEAR 2010/11**

May 11, 2009

Page 2

The attached spreadsheet (Exhibit A) presents the list of possible adjustments that have been identified to date. This attached spreadsheet is not offered necessarily as a list of suggestions, but more as a discussion starter. An actual list of cuts for 2010/11 will not need to be finalized until the budget is adopted in June. However, at the conclusion of the meeting this evening, staff will need solid direction in order to incorporate the budget adjustment into the 2009/10 budget's multi-year projection.

The District does not need to specifically identify the actual reductions that will end up being made, but it must show that it has developed a viable list of possibilities from which \$5.5 million in reductions can be implemented.

FINANCIAL IMPLICATIONS

The financial impact of this agenda item will be to reduce the 2010/11 General Fund operating budget by approximately \$5.5 million.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item, review the information and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees provide direction to staff regarding Budget Adjustments/Reductions for Fiscal Year 2010/11.

INFORMATION/
DISCUSSION

Possible Budget Adjustments/Reductions - Fiscal Year 2010/11

Budget Cut Options							
Subdivision	Area	Description	Expenditure Reductions	Revenue Increase (Decrease)	Total		
Targeted Reduction Amount for Fiscal Year 2010/11							
1	Carry forward	Carry forward from 2009/10			5,500,000		
2	CUMA	5 Furlough Days 2009/10	461,500		461,500		
3	Elem/Sec.	31.5:1 for remaining classes in grades 1-3**	(500,000)		(500,000)		
4	Sites	Close a Small School ***	922,000	0	922,000		
5	Sites	Combine a elementary/middle school campus into a K-8	303,000	0	303,000		
6	Sites	Administrative and support staffing	200,000	0	200,000		
7	District Level	Reorganization Savings	TBD				
8	Employees	Health & Welfare Cap *	TBD	0	0		
9	Employees	4 Furlough Days *	2,000,000	0	2,000,000		
10	Education	Block Music	5,700,000	0	5,700,000		
11	Elem/Sec.	AVID program.	1,000,000	0	1,000,000		
12	District Level	Suggestions	50,000	0	50,000		
13	District Level	Lease additional District Office Space	TBD				
14	Identified Possible Cuts		10,136,500	250,000	10,386,500		

* This must be negotiated and the amount will vary depending on what is cut in 09/10

**Will require remodeling. Costs associated with remodeling can be paid out of facility related funds.

*** Does not include savings from itinerant positions such as psychs, health techs, music, grounds, transportation, etc.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services

SUBJECT: **AMERICAN RECOVERY & REINVESTMENT ACT OF 2009**



BACKGROUND INFORMATION

On February 17, 2009, the \$789 billion American Recovery & Reinvestment Act (ARRA) was signed into law. Within the total funding package of the ARRA there are three major components which are intended to have a direct impact on education funding both from Federal and State sources. The main components which could potentially impact Capistrano Unified School District (CUSD) are allocations made to Title I, IDEA, and State Fiscal Stabilization Funds. In total, California is projected to be eligible for approximately \$7.3 billion in new funding to the sources mentioned above.

CURRENT CONSIDERATION

To date, the State of California has received approximately \$564 million in new Title I funding, and \$628 million in new IDEA funding. The State is estimated to receive an additional allocation equal to those amounts in each respective program later in the calendar year. The largest source of potential new revenue is the State Fiscal Stabilization Funds, which are projected to be approximately \$4.9 billion in new funding to the State of California.

CUSD is awaiting information from the State of California with regard to the exact allocations for both Title I and IDEA funding. Additionally, CUSD has submitted the application for an allocation from the pool of State Fiscal Stabilization Funds which the State of California is projected to receive. A summary of the information currently available on each pool of projected funding is attached as Exhibit A.

FINANCIAL IMPLICATIONS

Currently, the exact financial implications to CUSD are unknown, including the actual allocations which will be made to CUSD from the State, when the funding will be received, and a determination of the allowable uses

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce and be available for questions on this item.

INFORMATION/
DISCUSSION



Capistrano Unified School District

American Recovery & Reinvestment Act Summary

As of April 24, 2009

Background

On February 17, 2009, the **\$789 billion** American Recovery & Reinvestment Act (ARRA) was signed into law. The ARRA contains three major components which are intended to have a direct impact on education funding both from Federal and State sources. The main components which could potentially impact Capistrano Unified School District (CUSD) are allocations made to Title I, IDEA, and State Fiscal Stabilization Funds.

Title I

California is projected to receive approximately **\$1.13 billion** in new Title I funding. To date, \$564 million in new Title I funding has been received by the State, which is equal to 50% of the Title I allocation through the ARRA. The remaining 50% is anticipated to be delivered to the State between July 1 and October 1, 2009, depending on federal cash management requirements.

Title I allocations previously released in February 2009 by the USDE overstated the amounts projected to be delivered to school districts, as they did not take into account distributions to be made to county offices of education and charter schools. The California Department of Education (CDE) is currently recalculating the apportionments to school districts.

Impact to / Response from CUSD:

Title I funding as part of the ARRA may only be used for Title I students at Title I designated schools within CUSD. Further, any funding received must be used exclusively to supplement, and not to supplant. Currently, there are ten campuses in CUSD which would be eligible for this additional funding. They include: San Juan Elementary, Kinoshita Elementary, R.H. Dana Elementary, Las Palmas Elementary, Viejo Elementary, Clarence Lobo Elementary, Palisades Elementary, Hidden Hills Elementary, and Junipero Serra High School. CUSD is awaiting recalculations of the apportionment from CDE.

IDEA

California is projected to receive approximately **\$1.27 billion** in new IDEA funding. To date, \$628 million in new IDEA funding has been received by the State, which is equal to 50% of the IDEA allocation through the ARRA. The remaining 50% is anticipated to be delivered to the State during September 2009, depending on federal cash management requirements.

The new IDEA funding will be allocated to each Special Education Local Plan Area (SELPA) based on a grant award from the State, and will further be allocated to CUSD from that pool. The State anticipates posting the grant awards to SELPAs in May, after which the relevant apportionment details will be released.

Impact to / Response from CUSD:

IDEA funding as part of the ARRA may only be used for Special Education. Under IDEA, Part B, funding projected to be received allows for 50% of the increased ARRA funds to be used to reduce local expenditures, which is used to determine the maintenance-of-effort (MOE) requirements. However, grantees must receive a determination in order to reduce the current MOE requirement. These "freed-up" funds must be in turn used for activities allowed under the Elementary and Secondary Education Act (ESEA). CUSD is awaiting notification of the allocation to be received from our SELPA.



Capistrano Unified School District

American Recovery & Reinvestment Act Summary

As of April 24, 2009

State Fiscal Stabilization Funds (SFSF)

The State of California is projected to receive approximately **\$4.9 billion** in SFSF allocations for K-12 and higher education. To date the State has not received a SFSF award. However, on or around April 9, 2009, the Governor submitted California's application for the first round of eligible funding, which totals approximately **\$2.57 billion** to the State. It is anticipated that the governor will apply for the remaining allocation of funding around June or July 2009.

Based on information from the Orange County Department of Education (OCDE), it is proposed that the allocation for the SFSF will be based on the formula used for the midyear cuts, with approximately one-half for revenue limit restoration, and one half for categorical program restoration.

Impact to / Response from CUSD:

As of April 21, 2009 CUSD completed and sent its application for SFSF to the State. Information is still unclear as to when an allocation to CUSD will be made, the exact methodology for the allocation, any restrictions on the use(s) of the funds, or reporting requirements. Based upon the limited information available, an estimated financial impact and timing of this funding to CUSD is uncertain. Additionally, the Legislative Analyst's Office (LAO) for the State of California has recommended that the State not release any SFSF funds until after the outcome of the ballot measures included in the May 19 election.


Conclusion

Currently, there are many unknowns including the actual allocations which will be made to CUSD from the State, when the funding will be received, and a determination of the allowable uses. CUSD has been strongly encouraged by OCDE to not budget any ARRA funding until we receive an official notification of a specific award.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
And Members
Board of trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services 

SUBJECT: **APPROVAL: CHANGE ORDER NO. 1 - BID NO. 0708-26 – SAN CLEMENTE HIGH SCHOOL UPPER CAMPUS SCIENCE CLASSROOM CONVERSION AND STAFF RESTROOM ADA UPGRADES – PAUL C. MILLER CONSTRUCTION CO., INC.**

BACKGROUND INFORMATION

At the December 8, 2008, Board meeting, the Board of Trustees awarded the bid for the science classroom conversion and staff restroom ADA upgrades at San Clemente High School's upper campus to Paul C. Miller Construction Co., Inc.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval of Change Order No. 1 for San Clemente High School Bid No. 0708-26 – Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades, Exhibit A. This change order is for sewer line repair and replacement; electrical additions and upgrades; provide additional conduit for installation of new fire alarm panel; provide and install two new furnace units and controls; remove and dispose of second layer of carpet; demo concrete sub floor for installation of sewer lines; replace existing galvanized water line with copper; extend existing gas line; provide and install backsplash at mop sink; revise door hardware; and paint interior side of window frames. All changes result in an increase to the contract of \$27,926.24.

Also included in this item are credits to the contract totaling (\$7,612.79) for the deletion of a floor sink, service sink and trap primer in the custodial room and installation of a mop sink; revise full height ceramic tile in restrooms; eliminate intrusion detection system and master clock system; and revise ceiling tiles from halcyon to district standard.

FINANCIAL IMPLICATIONS

Change Order No. 1 results in an increase to the contract of \$20,313.45. The revised school construction costs for San Clemente High School Upper Campus Science Classroom Conversion now totals \$589,313.45.

**APPROVAL: CHANGE ORDER NO. 1 –
BID NO. 0708-26 – SAN CLEMENTE HIGH SCHOOL
UPPER CAMPUS SCIENCE CLASSROOM CONVERSION
AND STAFF RESTROOM ADA UPGRADES**

May 11, 2009

Page 2

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction will introduce this item and answer any Trustee questions. Following Board discussion, it is respectfully recommended that the Board approve Change Order No. 1 with an increase to the contract in the amount of \$20,313.45 for San Clemente High School Upper Campus Science Conversion.

DISCUSSION/
ACTION

San Clemente H.S. Upper Campus Science Classroom Modernization
Capistrano Unified School District
DSA Application #:04-109512 / File 30-9

CHANGE ORDER NO. 1

TO: PCM Construction, Inc.
8447 Maple Place
Rancho Cucamonga, CA 91730

You are authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

- ITEM No. 1:** RFC #3
Reason: Repair existing sewer line damaged during removal of existing sidewalk for installation of new van accessible drop off. Sewer line was shallow and damage was unavoidable.
Requested by: Field Condition
Change in Contract Sum: \$576.60 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 2:** RFC #4, Instruction Bulletin #1
Reason: Increase new sewer lateral from 3" pipe to 4" pipe to accommodate decreased fall of pipe. The actual elevation of the existing sewer line at the point of connection for the new laterals was shallower than shown on as-builts.
Requested by: Field Condition
Change in Contract Sum: \$414.63 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 3:** RFC #5, Instruction Bulletin #5
Reason: Delete Floor Sink FS-1, Service Sink SS-1, and Trap Primer TP-1 in Custodial Room A-07. Install Mop Sink MS-1.
Requested by: Architect and District
Change in Contract Sum: (\$829.22) /DEDUCT
Time Extension: 0 Calendar Days
- ITEM No. 4:** RFC #6, Instruction Bulletin #6
Reason: Revise full height ceramic tile in Restrooms A05 & A06 to 4'-11" wainscot.
Requested by: Architect and District
Change in Contract Sum: (\$631.25) /DEDUCT
Time Extension: 0 Calendar Days

- ITEM No. 5:** RFC #7, RFI #12
Reason: Intercept existing conduit and feed existing receptacles at the storage rooms off of the Science Classrooms.
Requested by: Architect and District
Change in Contract Sum: \$422.08 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 6:** RFC #8, Instruction Bulletin #8
Reason: Eliminate intrusion detection system and master clock system.
Requested by: Architect and District
Change in Contract Sum: (\$1,292.32) /DEDUCT
Time Extension: 0 Calendar Days
- ITEM No. 7:** RFC #9, Instruction Bulletin #4
Reason: Provide additional conduit for installation of new fire alarm panel in an alternate location due to lack of space in electrical closet in Administration.
Requested by: Field Condition
Change in Contract Sum: \$290.58 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 8:** RFC #10, RFI #11
Reason: Install 12"x12"x6" gutter box on the north wall of Science Classroom A08 to pull low voltage wiring into building around existing glue-lam beam above ceiling.
Requested by: Field Condition
Change in Contract Sum: \$288.46 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 9:** RFC #11, Instruction Bulletin #11
Reason: Install new receptacle for Owner supplied refrigerator in Teacher Prep Room A03.
Requested by: Architect
Change in Contract Sum: \$550.40 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 10:** RFC #12, Instruction Bulletin #10
Reason: Provide and install two new furnace units and controls in Science Classroom Building. One of the two existing units fan motors was non-operational and parts were not available.
Requested by: Field Condition
Change in Contract Sum: \$6,575.12 /ADD
Time Extension: 0 Calendar Days

- ITEM No. 11: RFC #14, Instruction Bulletin #14
Reason: Revise ceiling tiles from "Halcyon" to District standard "Radar".
Requested by: Architect and District
Change in Contract Sum: (\$4,860.00) /DEDUCT
Time Extension: 0 Calendar Days
- ITEM No. 12: RFC #15
Reason: Remove and dispose of second layer of carpet installed in Science Classrooms.
Requested by: Field Condition
Change in Contract Sum: \$2,370.22 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 13: RFC #16, RFI #20
Reason: Replace existing sewer line at tie in location for Mop Sink MS-1. A portion of the existing line had disintegrated and was replaced.
Requested by: Field Condition
Change in Contract Sum: \$835.32 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 14: RFC #17, RFI #7
Reason: Extend existing gas line stubbed into Staff Restroom B04 up into new ceiling space.
Requested by: Field Condition
Change in Contract Sum: \$582.26 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 15: RFC #18, RFI #9
Reason: Demo concrete subfloor for installation of new sewer line. Building floor consisted of two slabs with a void in between for air distribution and was not reflected on as-builts.
Requested by: Field Condition
Change in Contract Sum: \$8,656.27 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 16: RFC #19, RFI #15
Reason: Replace existing galvanized water line with new copper line. Existing was corroded and leaking.
Requested by: Field Condition
Change in Contract Sum: \$2,320.76 /ADD
Time Extension: 0 Calendar Days

ITEM No. 17: RFC #20, Instruction Bulletin #5
Reason: Provide and install FRP backsplash at Mop Sink MS-1
Requested by: Field Condition
Change in Contract Sum: \$555.26 /ADD
Time Extension: 0 Calendar Days

ITEM No. 18: RFC #21.1, RFI #10, Submittal Comments
Reason: Revise door hardware per submittal comments, eliminate door, hardware and frame at Opening A04.
Requested by: Architect
Change in Contract Sum: \$0.00 /ADD
Time Extension: 0 Calendar Days

ITEM No. 19: RFC #22, RFI #24
Reason: Provide power to hand dryers in Restrooms A05 and A06.
Requested by: Architect
Change in Contract Sum: \$360.57 /ADD
Time Extension: 0 Calendar Days

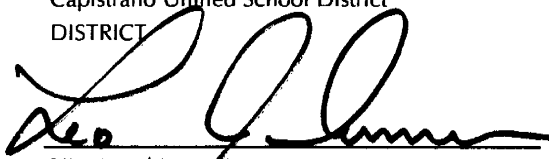
ITEM No. 20: RFC #23, Instruction Bulletin #16
Reason: Provide power for garbage disposals in Science Classroom A01 and A08.
Requested by: Architect
Change in Contract Sum: \$1,677.71 /ADD
Time Extension: 0 Calendar Days

ITEM No. 21: RFC #24
Reason: Paint interior side of window frames in Science Classrooms A01 and A08 and Teacher's Prep Room. Existing paint was in bad shape and did not match existing door frame color or exterior window frame color.
Requested by: Field Condition
Change in Contract Sum: \$1,450.00 /ADD
Time Extension: 0 Calendar Days

Original Contract Sum	\$	569,000.00
This Change Order No.#1		\$20,313.45
Revised Contract Amount:	\$	589,313.45

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or time associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the Changes included in this Change Order.

APPROVALS

Capistrano Unified School District
DISTRICT


PJHM Architects, Inc.
ARCHITECT

DATE

4/2/09

DATE



Paul C. Miller Construction, Inc.
CONTRACTOR

3/31/09

DATE

Division of the State Architect
DSA

DATE

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business and Support Services

SUBJECT: **UPDATE OF PROGRESS OF DIVISION OF STATE ARCHITECT
PROJECT LISTING**



BACKGROUND INFORMATION

In a letter received from the Superintendent from the Department of General Services, Division of the State Architect (DSA), DSA requested the District inform the governing board of potential liability of any projects closed, but not certified by DSA. At the request of the Board, an update was sent to the Board of Trustees on February 9, 2009, on the progress being made to close with certification the District's outstanding applications listed on the Division of State Architect's (DSA) web site. This agenda item is a continuation of the progress being made to close out outstanding applications.

CURRENT CONSIDERATION

Exhibit A is a copy of the October 31, 2008 letter from the Department of General Services regarding outstanding projects not certified by Department of State Architect. Exhibit B is the Orange County Department of Education, Schools Legal Service's opinion on DSA's letter and Exhibit C is an update on the progress being made to close out the outstanding applications.

FINANCIAL IMPLICATIONS

There are no financial implications with this agenda item at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction will introduce this item and answer any Trustee questions.

INFORMATION/
DISCUSSION



October 31, 2008

Superintendent A. Carter
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675-4706

Dear Superintendent Carter:

The Division of the State Architect (DSA) requests that you inform your governing board members that they may be held personally liable for the failure of educational buildings not certified by DSA. Please have your staff contact DSA to determine which, if any, buildings are not currently certified.

Project certification is evidenced by a letter DSA issues certifying that the building project has been completed in accordance with requirements as to the safety of design and construction pursuant to Education Code §§ 17280-17316 and 81130-81147 (The Field Act).

California Education Code §§ 17315 and 81147 provide that when an educational building is constructed in accordance with approved plans and specifications, and all the proper documents have been filed, and all fees have been paid, then the building will be granted certification that it complies with the requirements of the Field Act.

Project certification is important because it provides a method of documenting that all efforts have been made to ensure the safety of educational building construction. Additionally, failure to obtain project certification can result in some serious and negative consequences: DSA will be unable to approve future proposed construction affecting or utilizing the uncertified construction and, more importantly, governing board members may be held personally liable for projects until certified. The California Education Code (§§ 17371 and 81177) shields members of a school or community college district governing board from personal liability for injury to persons or damages to property resulting from the failure of a educational building as long as the requirements of the *Field Act* are met (i.e., the building is certified).

In an effort to aid school and community college districts in closing all projects with certification, DSA has prepared and published on our website a project certification guide. The guide can be found at:

http://www.documents.dgs.ca.gov/dsa/plan_review_process/Project-Certification-Guide_10-22-08.pdf

Exhibit A

DSA/SIPT-DFC/11-06-08PM02:09



SCHOOLS LEGAL SERVICE

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County Superintendent of Schools

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NORMA GARCIA
Paralegal

April 13, 2009

OPAD 09-30

To: Community College District Chancellors
District Superintendents
Regional Occupational Superintendents
Assistant Superintendents of Business
Assistant Superintendents of Human Resources
Assistant Superintendents of Instruction

From: Ronald D. Wenkart
General Counsel

Re: Field Act – Liability of Board Members

We have been asked whether board members are personally liable for failure to comply with the Field Act.¹ The Field Act requires defined school buildings to meet stringent earthquake safety requirements.² In our opinion, in some circumstances, board members may be held personally liable if school buildings fail to comply with the building and safety standards of the Field Act. However, board members, in most cases, would be indemnified by the district for any judgment rendered against them.³

¹ The Field Act comprises several articles of the Education Code. Education Code section 17281 states, “This article, together with Article 6 (commencing with Section 17365), and Article 7 (commencing with Section 81130) of Chapter 1 of Part 49, shall be known and may be cited as the ‘Field Act.’”

² Education Code sections 15501-15516; Stats. 1933, ch. 59. The Field Act of 1933 was enacted as an emergency measure as a direct result of a series of earthquakes, in order that the lives and property of the people would be protected. The rules and regulations prescribed under the authority of the Field Act establish minimum requirements for the design, construction and reconstruction of public school buildings in order to obtain the requisite stability to withstand vertical loads and lateral forces from wind or earthquakes.

³ The only exceptions to indemnifying a board member are if the act or omission was due to actual fraud, corruption or actual malice. See, Government Code sections 825 and 995.2.

In our opinion, when school buildings comply with the building standards of the Field Act but the compliance has not been certified, board members would not be personally liable. In our view, the remedy for lack of certification is to complete the certification process.

LETTER FROM DSA

On October 31, 2008, the Department of General Services, Division of State Architect (DSA) for the State of California, sent a letter to district superintendents stating, "The Division of State Architect (DSA) requests that you inform your governing board members that they may be held personally liable for the failure of educational buildings not certified by DSA." This portion of the letter is unclear as to whether DSA is referring to lack of certification by DSA or failure to comply with the building and safety standards of the Field Act.

In addition, DSA published a Project Certification Guide on October 22, 2008, which states, "School board members may be personally liable for projects until certified."⁴

FIELD ACT PROVISIONS

The letter from DSA further states that California Education Code sections 17371 and 81177 shield members of the governing board of a community college district or school district from personal liability for injuries to persons or damages to property resulting from the failure of an educational building as long as the building and safety requirements of the Field Act are met.

Education Code section 17371 states in part:

"No member of the governing board of a school district shall be held personally liable for injury to persons or damage to property resulting from the fact that a school building was not constructed under the requirements of Article 3 (commencing with Section 17280) of this chapter, if such governing board complies with the provisions of this article. Such limit on liability shall commence when such governing board initiates action to comply with the provisions of Section 17367. ...⁵ [Emphasis added]

⁴ Department of General Services, Division of State Architect, "Project Certification Guide," (October 22, 2008), p. 2 of 81. As indicated in this legal opinion, we would disagree with DSA's statement.

⁵ Education Code section 81177 contains similar language applicable to community college districts. Section 17371 was formerly Section 39226. See Stats. 1996, ch. 277 (SB 1562), operative January 1, 1998.

Education Code section 17367 states:

“The governing board of any school district which has in use for school purposes any school buildings which were not constructed under approved plans and the supervision and inspection requirements of Article 3 (commencing with Section 17280) of this chapter shall have such buildings examined pursuant to this section and shall have completed on or before January 1, 1970, the examination, reporting and estimate requirements of this section and Section 39223.

Whenever an examination of the structural condition of any school building of a school district has been made by the Department of General Services, or by any licensed structural engineer or licensed architect for the governing board of the school district, or under the authorization of law, and a report of the examination, including the findings and recommendations of the agency or person making the examination, has been made to the governing board of the district, and the report shows that the building is unsafe for use, the governing board of the district shall immediately have prepared an estimate of the cost necessary to make such repairs to the building or buildings as are necessary, or, if necessary, to reconstruct or replace the building so that the building when repaired or reconstructed, or any building erected to replace it, shall meet such standards of structural safety as are established in accordance with law. The estimate shall be based on current costs and may include other costs to reflect modern educational needs. Also an estimate of the cost of replacement based on the standards established by the State Allocation Board for area per pupil and cost per square foot, shall be made and reported.

The report required by this section shall include a statement that each of the buildings examined is safe or unsafe for school use. For the purpose of this statement the sole consideration shall be protection of life and the prevention of personal injury at a level of safety equivalent to that established by Article 3 (commencing with Section 17280) of this chapter and the rules and regulations adopted thereunder, disregarding, insofar as possible, such building damage not jeopardizing life which would be expected from one disturbance

of nature of the intensity used for design purposes in said rules and regulations.

The governing board, utilizing the information acquired from the examination and report developed pursuant to this section, shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings.⁶ [Emphasis added]

Therefore, it appears that Sections 17367 and 17371 would limit the personal liability of board members when the governing board initiates action to establish a system of priorities for the repair, reconstruction or replacement of school buildings that do not comply with the building and safety standards of the Field Act.

Education Code section 17315 states that when a school building was constructed in accordance with plans and specifications approved by the Department of General Services, the project is completed, the notice of completion is filed, and all final verified reports and all testing and inspection documents, as required by the Field Act, are submitted to and filed with the Department of General Services, and all required fees paid by the school district, the Department of General Services shall issue a certification that the school building complies with the requirements of the Field Act. However, Section 17315(a) also states, "Nothing in this Article shall prevent beneficial occupancy by a school district prior to the issuance of this certification."⁷

The language of Section 17315(a) would indicate that certification is a clerical process that should be completed but should not delay occupancy of the building if the building otherwise complies with the requirements of the Field Act.⁸ Therefore, in our opinion, the failure to complete the certification process would not give rise to civil liability but would suggest the completion of the administrative process of certification may be completed after the building is occupied.

PUBLIC AGENCY LIABILITY FOR DANGEROUS CONDITION ON ITS PROPERTY

A public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in dangerous condition at the time of the injury (e.g. failure to comply with the requirements of the Field Act), that the injury was proximately caused by the

⁶ Education Code section 81162 contains similar language applicable to community college districts.

⁷ Education Code section 81162 contains similar language applicable to community college districts.

⁸ There can be a number of reasons as to why certification has not been completed which may be outside the control of the district. Section 17315 represents legislative recognition that failure to complete the certification process should not delay occupancy of the building.

dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred and either:

1. A negligent or wrongful act or omission of an employee⁹ of the public entity within their scope of employment created the dangerous condition; or
2. The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.¹⁰

Under Section 835.2, a public entity has actual notice of a dangerous condition, if it had actual knowledge of the existence of the condition and knew or should have known of its dangerous character.¹¹ A public entity had constructive notice of the dangerous condition within the meaning of Section 835(b) only if the plaintiff establishes that the condition had existed for such a period of time and it was of such an obvious nature that the public entity, in the exercise of due care, should have discovered the condition and its character.¹² On the issue of due care, admissible evidence includes but is not limited to, evidence as to:

1. Whether the existence of the condition and its dangerous character would have been discovered by an inspection system that was reasonably adequate to inform the public entity whether the property was safe for the use or uses for which the public entity used or intended others to use the public property and for uses that the public entity actually knew others were making of the public property or adjacent property.
2. Whether the public entity maintained and operated such an inspection system with due care and did not discover the condition.¹³

⁹ The term "employee" includes officers of the public entity such as board members. See, Government Code section 81012.

¹⁰ Government Code section 835. See, also, Legislative Counsel Opinion #24479 (August 14, 1996).

¹¹ Government Code section 835.2(a).

¹² Government Code section 835.2(b).

¹³ Government Code section 835.2(b).

A public entity is not liable under Section 835(a) for injury caused by a condition of its property if the public entity establishes that the act or omission that created the condition was reasonable. The reasonableness of the act or omission that created the condition shall be determined by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of taking alternative action that would not create the risk of injury or protecting against the risk of injury.¹⁴

A public entity is not liable under Government Code section 835(b) for injury caused by a dangerous condition of its property if the public entity establishes that the action it took to protect against the risk of injury created by the condition or its failure to take such action was reasonable. The reasonableness of the action or inaction of the public entity is determined by taking into consideration the time and opportunity the public entity had to take action and by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of protecting against the risk of such injury.¹⁵

A dangerous condition is defined as a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of injury when such property, or property adjacent to it, is used with due care in a manner that is reasonably foreseeable.¹⁶ Public property is in a dangerous condition whenever it involves an unreasonable risk of injury to the public.¹⁷

PUBLIC AGENCY LIABILITY FOR PLAN OR DESIGN OF BUILDING

A public entity and a public employee are not liable for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance by either the legislative body of the public entity or by some other body (e.g. DSA) or employee exercising discretionary authority to give such approval.¹⁸ Where the plan or design is prepared in conformity with standards on the basis of which a reasonable public employee could have adopted the plan or design, or a reasonable legislative body could have approved the plan or design or the standards for the plan or design, there is no liability.¹⁹

¹⁴ Government Code section 835.4(a).

¹⁵ Government Code section 838.4(b).

¹⁶ Government Code section 830(a).

¹⁷ Akins v. Sonoma County, 67 Cal.2d 185, 60 Cal.Rptr. 499 (1967); Fuller v. State of California, 51 Cal.App.3d 926, 125 Cal.Rptr. 586 (1975).

¹⁸ Government Code section 830.6

¹⁹ Ibid.

INDEMNIFICATION AND DEFENSE OF BOARD MEMBERS AND EMPLOYEES

If an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury rising out of an act or omission occurring within the scope of his or her employment, and such request is made in writing not less than ten days before the day of trial, and the employee or former employee cooperates in good faith in the defense of the claim or action, the public entity must pay any judgment based on it or any compromise or settlement of the claim or action to which the entity has agreed.²⁰

Generally, in civil actions, a public entity has a duty to defend a public officer or employee.²¹ A public entity may refuse to provide for the defense of a civil action or proceeding brought against an officer, employee or former employee if the public entity determines:

1. The act or omission was not within the scope of his or her employment;
2. He or she acted or failed to act because of actual fraud, corruption or actual malice;
3. The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee. "Specific conflict of interest" is defined to mean a conflict of interest or an adverse or pecuniary interest.²²

If an employee or former employee requests in writing that the public entity through its designated legal counsel provide a defense, the public entity shall, within 20 days, inform the employee or former employee whether it will or will not provide a defense and the reason for the refusal to provide a defense.²³ If an actual and specific conflict of interest arises after the 20 day period following the employee's written request for defense, the public entity may refuse to provide further defense to the employee. The public entity shall inform the employee of the reason for the refusal to provide a further defense.²⁴

²⁰ Government Code section 825(a).

²¹ Gov. Code, § 995.2; see, also, 57 Ops.Cal.Atty.Gen. 358 (1974) (defense of an action may include both board members and employees).

²² Gov. Code, § 995.2(a).

²³ Gov. Code, § 995.2(b).

²⁴ Gov. Code, § 995.2(c).

The California Government Code provides that in civil actions, public agencies, including school districts, are required to provide a legal defense for public officers and employees when the action is brought against them in their official or individual capacity on account of an act or omission in the scope of their employment for the school district.

Government Code section 995.2 states in part:

“A public entity has the right to refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the public entity determines any of the following:

- a) The act or omission was not within the scope of his or her employment;
- b) He or she acted or failed to act because of actual fraud, corruption or actual malice;
- c) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee . . .”

ATTORNEY GENERAL OPINIONS

In a 1964 opinion, the Attorney General concluded that members of a governing board of a school district, when advised of the unsafe condition of a school building under Education Code sections 15503-15516, are under a mandatory duty to repair the building if funds are available, if the building is to be continued in use as a school building.²⁵ The Attorney General stated that failure to repair these school buildings will result in personal liability, although indemnification is available under Government Code section 825.²⁶

²⁵ 43 Ops.Cal.Atty.Gen. 209 (1964).

²⁶ Id. at 209.

The Attorney General noted that there is general immunity under Education Code section 15515,²⁷ which stated in part:

“No member of the governing board of the district shall be held personally liable for injury to personal property by use and abuse of any building.”

The Attorney General noted that Government Code section 840.2 imposes liability upon officers and employees of governmental agencies for injury or damage caused by dangerous and defective conditions on school property. A dangerous and defective condition is defined as a condition of property that creates a substantial risk of injury when such property is used with due care in a manner in which it is reasonably foreseeable that it will be used.²⁸ Government Code section 840.2 states:

“An employee of a public entity is liable for injury caused by a dangerous condition of public property if the plaintiff establishes that the property of the public entity was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, and that either:

(a) The dangerous condition was directly attributable wholly or in substantial part to a negligent or wrongful act of the employee and the employee had the authority and the funds and other means immediately available to take alternative action which would not have created the dangerous condition; or

(b) The employee had the authority and it was his responsibility to take adequate measures to protect against the dangerous condition at the expense of the public entity and the funds and other means for doing so were immediately available to him, and he had actual or constructive notice of the dangerous condition under Section 840.4 a

²⁷ Education Code section 15515 became Section 39226/81177 and is now Section 17371/81177. Section 17371 now states, in part, “No member of the governing board of a school district shall be held personally liable for injury to persons or damage to property resulting from the fact that a school building was not constructed under the requirements of Article 3 (commencing with Section 17280) of this chapter, if such governing board complies with the provisions of this article. Such limit on liability shall commence when such governing board initiates action to comply with the provisions of Section 17367. ...”

²⁸ Government Code section 830(a).

sufficient time prior to the injury to have taken measures to protect against the dangerous condition.”

The Attorney General noted that the governing board has no discretion after notice is received that a school building is unsafe from the Division of State Architect. Therefore, the board must take action to remedy the situation, or attempt to obtain funds to do so.

Under Government Code section 825, public officials will be indemnified, except where they have acted fraudulently, corruptly, or with actual malice. A public official will not, however, be indemnified for punitive or exemplary damages.²⁹

In a 1966 opinion, the Attorney General stated that an unsafe building which failed to meet the structural support requirements of the Field Act would be a dangerous condition for which a school district would be held liable.³⁰ The Attorney General noted that if it can be shown that the dangerous condition existed at the time of the injury, that the dangerous condition proximately caused the injury and that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, a public entity would be liable for injury caused by the dangerous condition of which it had actual or constructive notice, a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.³¹

A public entity has constructive notice that the condition has existed for some time and it is of such an obvious nature that the public entity, in the exercise of due care, should have discovered the condition and its dangerous character.³² On the issue of due care, Government Code section 835.2(b) provides that admissible evidence includes whether the existence of the condition and its dangerous character would have been discovered by an inspection system that was reasonably adequate to inform the public entity whether the property was safe for the use or uses by which the public entity used or intended others to use the public property and for uses that the public entity actually knew others were making of the public property or adjacent property.³³

In a 1967 opinion, the Attorney General stated that a school district which has complied with the requirements to inspect pre-1933 school buildings is not exempt, as a matter of law, from liability from injury caused by a dangerous condition of a pre-1933 school building.³⁴ However, under the provisions of Government Code section 835.4(b), a school district may be found not liable where it has complied with the required action specified in the Education Code prior to an injury, such compliance would be prima facie evidence of reasonable conduct on the part of the agents of the public entity.

29 Government Code section 818.

30 47 Ops.Cal.Atty.Gen. 163 (1966).

31 *Id.* at 164; see, also, Government Code section 835.

32 Government Code section 835.2(b).

33 Government Code section 835.2(b).

34 50 Ops.Cal.Atty.Gen. 74 (1967).

LEGISLATIVE COUNSEL'S OPINION

In a 1996 opinion, the Legislative Counsel discussed the civil liability of board members for failure to comply with the Field Act.³⁵ The Legislative Counsel noted that a public entity or public officer or employee will not be liable for injuries caused by the dangerous condition of its property, even if it had actual or constructive notice of the existence of that condition, if the public entity or public employee took reasonable action to protect against the risk of injury created by the condition, or if the failure to take protective action was reasonable.³⁶

The availability of funds and the authority to dispose of the funds are essential elements of liability. The Legislative Counsel stated that it is an open question whether the liability of a member of the governing board of a school district is predicated on his or her own personal control of the funds and his or her own authority, acting alone, to dispose of them. Under one view, a member of the governing board of a school district could not be held personally liable under Section 840.2 for the dangerous condition of a school building, because no one of the governing board members acting individually would have the requisite authority and available funds.³⁷ The Legislative Counsel noted that a contrary view was held by the Attorney General, that if a statutory duty arises to perform certain actions upon the occurrence of certain conditions, the governing board of a school district must take action after notice is received and failure to take that action can result in personal liability for a member of the governing board of the school district under Government Code section 840.2.³⁸

The Legislative Counsel noted that there are no recorded judicial decisions resolving the issue of availability of funds. The Legislative Counsel went on to state that despite the conflict in view, a board member could lessen their potential liability if he or she established that they took reasonable action to protect against the risk of injury created by the condition, or if the failure to take protective action was reasonable, such action could include applying for funds to repair buildings not in compliance with the Field Act.³⁹ The Legislative Counsel concluded:

“Accordingly, it is our opinion that, depending on the facts and reasonableness of the action or inaction of the governing board of

³⁵ Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996).

³⁶ See, Government Code sections 835.4 and 840.6.

³⁷ Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996), p. 8, citing A. Van Alstyne, Cal. Government Tort Liability Practice (CEB 1992), Sections 3.97 and 3.99.

³⁸ See, 43 Ops.Cal.Atty.Gen. 209 (1964).

³⁹ See, Education Code section 17373, which states that whenever a school district does not have funds available to repair, reconstruct or replace school buildings not in compliance with the Field Act, the school district shall apply for any funds that may be necessary to accomplish the repair, reconstruction or replacement by applying to DSA.

a school district and its individual members in response to a dangerous condition, the governing board of a school district and its individual members may be held civilly liable for personal injury resulting from a relocatable building that the school district purchases or leases, and requires pupils and teachers to occupy, whether or not the relocatable building complies with the Field Act.”⁴⁰

CONCLUSION

In summary, board members may, in some circumstances, be held personally liable if a school building owned by the school district fails to comply with the requirements of the Field Act and, as a result of the failure of a school building to meet the building and safety standards of the Field Act, an individual is injured by the collapse of that school building in an earthquake or other natural disaster. For example, if the governing board of a district is advised by district employees that school buildings (including relocatables) utilized and operated by the district do not meet the building and safety standards of the Field Act and the governing board does not establish a system of priorities for the repair, reconstruction or replacement of the buildings that do not comply with the Field Act, including making application for state funding, as required by Education Code sections 17367 and 17371, then board members could possibly be held personally liable.⁴¹ However, if a system of priorities is put in place and funding is sought, the members of the governing board, would, most likely, not be held personally liable. It should also be kept in mind that the district would have a duty to defend and indemnify the board member unless the board member caused the school district’s failure to comply with the Field Act due to actual fraud, corruption or actual malice.

We do not believe that board members would be personally liable when school buildings comply with the building standards set forth in the Field Act but compliance has not been certified by DSA. In our opinion, the remedy for lack of certification is to complete the certification process.

If you have any questions, please do not hesitate to contact our office.

RDW:las

⁴⁰ Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996), p. 9.

⁴¹ See, for example, Education Code section 17372 which states, in part, that no school building found to be unsafe for school use and not repaired in accordance with the Field Act shall be used as a school building.

Construction Board Update: John Forney, Director of Construction is aware of and working with PJHM, Architects, along with DSA to clean up the past history of projects that were “Closed Without Certification”. This process is complex and will take several more months to complete. The Board will be updated as the projects are completed and closed out. The following is a list of projects on the Division of the State Architect (DSA) listing:

Projects Closed Without Certification Status:		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Closed without Certification on 10/21/03.
04-101943	San Clemente HS 2-Story Modular Buildings	Closed without Certification on 2/28/08.
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed without Certification 11/05/03.
04-104845	Del Obispo ES Modernization	Closed without Certification.
04-104935	Niguel Hills MS Modernization	Closed without Certification on 5/15/08.
04-104993	Viejo ES Modernization	Closed without Certification on 6/13/08.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	Closed without Certification.
04-104860	Crown Valley ES Modernization	Closed without Certification.
04-108164	Aliso Niguel HS Parking Lot Improvements	Closed without Certification.
04-100736	Crown Valley ES Ball field - City of Laguna Niguel	Closed without Certification.
04-102787	Capistrano Valley HS Cell Tower - Mericom	Closed without Certification.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Closed without Certification
04-108531	Carl Hankey K-8 Conversion	Closed without Certification
04-108613	Carl Hankey K-8 Relocatables	Closed without Certification
Current Projects Status: (UPDATED INFORMATION IS IN BOLDED TEXT)		
04-108645	Newhart MS Relocatables	Closed with Certification

Current Projects cont.		
04-109058	Tesoro High School Shade Structure	Closed with Certification
04-105556	Capistrano Valley HS Modernization	All documents are ready for certification
04-104115	San Juan Hills HS	Change Orders to DSA for approval – gathering closeout documents
04-108524	Castille ES Relocatable restroom building	Closeout documents to DSA 12/29/08
04-108628	SCHS Relocatables - Coaches office	Closeout documents to DSA 11/24/08
04-108654	Las Flores Relocatables	Documents sent to DSA on 11/24/08
04-108867	San Juan ES YMCA Relocatable	Documents sent to DSA 11/21/08
04-108868	Canyon Vista ES YMCA Relocatable	Documents sent to DSA 12/4/08
04-108893	Don Juan Avila Relocatables	Closed with Certification
04-109616	Las Palmas ES Relocatables	Documents sent to DSA 12/29/08
04-109617	Ladera Ranch ES YMCA Relocatable	Documents sent to DSA 12/29/08
04-109919	Newhart MS Relocatable computer lab	Closed with Certification
04-108517	San Juan Hills HS Phase 1 – Track and Field	Closed with Certification
04-106580	Dana Hills HS Modernization (including fire alarm scope)	Documents sent to DSA 12/30/08
04-107867	San Juan Hills HS– 2-Story Modular Buildings	Change orders to DSA for approval – gathering closeout documents
04-107894	San Clemente HS Auxiliary Gym Building	Closed with Certification
04-107895	San Clemente HS Pool Building	Closed with Certification
04-108617	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom building	Construction complete – documents are being compiled
04-109512	San Clemente HS Upper Campus Science Lab	Project under construction
04-109544	Capistrano Valley HS Weight Room/Fire Hydrant	Documents sent to DSA 12/29/08

Projects Under Planning

04-108515	Aliso Niguel HS 2-Story Modular Buildings	Extension approval to 7/24/09.
04-109529	Carl Hankey Concrete Foundation	Plans approved on hold.
04-106889	Ambuehl ES Modernization	Extension approval expired 7/11/07. Work never done
04-109690	San Juan Hills HS 30-Meter Pool Project	Approval of Plans 2/11/2009

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent *SL*

SUBJECT: **CUSD/TEAMSTERS – RECOMMENDATION OF TENTATIVE
AGREEMENT: JULY 1, 2008 – JUNE 30, 2010**

BACKGROUND INFORMATION

The collective bargaining agreement between Capistrano Unified School District and the Teamsters Union Local 952 expired on June 30, 2008. A negotiation session was held on April 16, 2009 and the parties reached a tentative agreement for no improvements to the salary schedule or changes in contract language for the 2008-09 school year. A copy of the Tentative Agreement is attached as Exhibit A.

AB1200 requires that a public school employer disclose the major provisions of any new collective bargaining agreements; including but not limited to the costs that will be incurred in the current and subsequent years. In 2004, AB2756 established additional provisions which require the Superintendent and CBO to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if a school district does not adopt necessary budget revisions to meet the collective bargaining provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

CURRENT CONSIDERATIONS

This settlement agreement was reached in good faith and will be ratified by the Teamsters membership in a general vote that concludes in the next week. In addition to the Tentative Agreement the Public Disclosure of Collective Bargaining Agreement is included herein, Exhibit B.

FINANCIAL IMPLICATIONS

While there are no additional impacts to the general fund brought on by this agreement, the estimated cost for automatic step advancement and health and welfare benefit increases in 2008-09 is \$237,604.

CUSD/TEAMSTERS-RECOMMENDATION OF TENTATIVE AGREEMENT:

JULY 1, 2008 – JUNE 30, 2009

May 11, 2009

Page 2

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the 2008-09 contract settlement with Teamsters Local 952 as proposed, Exhibit A. It is further recommended that the Board certify that the required public disclosure document has been completed in accordance with legal statute, Exhibit B.

DISCUSSION/
ACTION

TENTATIVE AGREEMENT
Between the
TEAMSTERS LOCAL 952
and
CAPISTRANO UNIFIED SCHOOL DISTRICT

July 1, 2008 – June 30, 2010

This agreement is made and entered into on April 16, 2009 for the contract term July 1, 2008 to June 30, 2010 between the Capistrano Unified School District (CUSD) and Teamsters Local 952.


The parties agree that for the 2008-09 school year all provisions of the collective bargaining agreement shall remain in full force and effect. Any increased costs associated with step advancement and health and welfare benefits in the current year will be paid by the district.

The parties further agree that the following articles sunshined by the District will be carried over to the 2009-10 contract discussions:

Article 9 – Vacations
Article 11 – Wages
Article 12 – Health and Welfare Benefits
Article 18 – Transportation Provisions
MOUs

In accordance with law, the parties agree to meet and negotiate in good faith over subjects within the scope of representation. Teamsters Local 952 agrees to sunshine any additional articles for 2009-10 discussions upon Board approval of the 2008-09 tentative agreement. It is further agreed that 2009-10 negotiations will commence immediately thereafter.

For the District:




Suzette Lovely
Deputy Superintendent, Personnel Services

4/16/09

Date

For the Association:



Jim Hetrick
President, Teamsters Local 952

4.16.09

Date

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District
 Name of Bargaining Unit: Teamsters
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2008 and ending: June 30, 2009
 (date) (date)

The Governing Board will act upon this agreement on: May 11, 2009
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2008-09	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2008-09	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
1 Salary Schedule 0% Effective 7/01/08	\$ 5,425,433	\$ -	\$ -	\$
				%
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ 106,850	\$ -	\$
		1.97%		%
3 Other Compensation - Increase (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.)	\$	\$		\$
Description of other compensation Salary Schedule Compression and Increase to the Cocurricular Base				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 1,215,297	\$ 23,954	\$ -	\$
		1.97%		%
5 Health/Welfare Plans	\$ 1,113,200	\$ 106,800	\$ -	\$
		9.59%		%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 7,753,930	\$ 237,604	\$ -	\$
7 Total Number of Represented Employees (Use FTEs if appropriate)	115.00			
8 Total Compensation Average Cost per Employee	\$ 67,425	\$ 2,066	\$ -	\$
		3.06%		%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

There is no negotiated increase to the salary schedule for the current period.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

There are no additional steps, columns, or ranges added to the schedule for the current period.

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

There is no cap for HMO plans and a floating cap for POS plans.

If yes, please describe the cap amount.

The District pays 100% of the HMO premiums for full-time employees and their dependents. Employees opting for the POS plan pay 40% of the difference between the POS and the HMO premiums.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

There are no negotiated changes in noncompensation items for the current period.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no specific impacts on instructional and support programs in order to accommodate the settlement.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

There is no contingency language included in the agreement.

- E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement will maintain "deficit spending" (as defined above) in the current year. Due to unprecedented reductions of revenue limit apportionments, the 2008-09 budget has been balanced by using a variety of methods to maintain fiscal solvency, which include \$12.5 million in previously identified ongoing budget reductions, utilization in \$9.5 million in categorical flexibility, and an additional \$4.2 million in one-time budget reductions/savings. The 2009-10, and 2010-11 budgets will be built to accommodate the anticipated increases to step and column and health and welfare, all while maintaining fiscal solvency.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None

- G. Source of Funding for Propose Agreement**

1. Current Year

Beginning balance carry-forward and operational budget reductions.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The 2009-10, and 2010-11 budgets will be built to accommodate the anticipated increases to step and column and health and welfare, all while maintaining fiscal solvency. To accomplish this, the district has identified cuts and savings as identified in Item E. Additionally, the district will identify ongoing cuts in future fiscal years as necessary to accommodate the salary and benefit commitments.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
Teamsters**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (1st Interim)	Adjustments as a Result of Settlement	Other Revisions -- CSEA Increase and CY Budget Adjmts	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 275,664,438	\$ -	\$ -	\$ 275,664,438
Remaining Revenues (8100-8799)	\$ 30,799,660	\$ -	\$ -	\$ 30,799,660
TOTAL REVENUES	\$ 306,464,098	\$ -	\$ -	\$ 306,464,098
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 172,943,019	\$ -	\$ -	\$ 172,943,019
Classified Salaries (2000-2999)	\$ 29,041,246	\$ -	\$ -	\$ 29,041,246
Employee Benefits (3000-3999)	\$ 53,991,090	\$ -	\$ -	\$ 53,991,090
Books and Supplies (4000-4999)	\$ 4,034,331	\$ -	\$ -	\$ 4,034,331
Services, Other Operating Expenses (5000-5999)	\$ 16,595,435	\$ -	\$ -	\$ 16,595,435
Capital Outlay (6000-6599)	\$ 20,000	\$ -	\$ -	\$ 20,000
Other Outgo (7100-7299) (7400-7499)	\$ 2,494,398	\$ -	\$ -	\$ 2,494,398
Direct Support/Indirect Cost (7300-7399)	\$ (4,023,247)	\$ -	\$ -	\$ (4,023,247)
Other Adjustments				
TOTAL EXPENDITURES	\$ 275,096,272	\$ -	\$ -	\$ 275,096,272
OPERATING SURPLUS (DEFICIT)	\$ 31,367,826	\$ -	\$ -	\$ 31,367,826
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 900,000	\$ -	\$ -	\$ 900,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (34,121,251)	\$ -	\$ -	\$ (34,121,251)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,853,425)	\$ *	\$ -	\$ (1,853,425)
BEGINNING BALANCE	\$ 10,980,084			\$ 10,980,084
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 9,126,659	\$ -	\$ -	\$ 9,126,659
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 8,101,659	\$ -	\$ -	\$ 8,101,659
Designated Amounts (9775-9780)	\$ 700,000	\$ -	\$ -	\$ 700,000
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

\$

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit:

Teamsters

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (1st Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 6,391,195	\$ -	\$ -	\$ 6,391,195
Remaining Revenues (8100-8799)	\$ 72,234,440	\$ -	\$ -	\$ 72,234,440
TOTAL REVENUES	\$ 78,625,635	\$ -	\$ -	\$ 78,625,635
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 37,727,012	\$ -	\$ -	\$ 37,727,012
Classified Salaries (2000-2999)	\$ 29,841,429	\$ -	\$ -	\$ 29,841,429
Employee Benefits (3000-3999)	\$ 19,260,713	\$ -	\$ -	\$ 19,260,713
Books and Supplies (4000-4999)	\$ 10,489,075	\$ -	\$ -	\$ 10,489,075
Services, Other Operating Expenses (5000-5999)	\$ 11,310,772	\$ -	\$ -	\$ 11,310,772
Capital Outlay (6000-6599)	\$ 49,316	\$ -	\$ -	\$ 49,316
Other Outgo (7100-7299) (7400-7499)	\$ 8,648,934	\$ -	\$ -	\$ 8,648,934
Direct Support/Indirect Cost (7300-7399)	\$ 3,285,212	\$ -	\$ -	\$ 3,285,212
Other Adjustments				
TOTAL EXPENDITURES	\$ 120,612,463	\$ -	\$ -	\$ 120,612,463
OPERATING SURPLUS (DEFICIT)	\$ (41,986,828)	\$ -	\$ -	\$ (41,986,828)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ (2,050,000)	\$ -	\$ -	\$ (2,050,000)
CONTRIBUTIONS (8980-8999)	\$ 34,121,251	\$ -	\$ -	\$ 34,121,251
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (9,915,577)	\$ *	\$ -	\$ (9,915,577)
BEGINNING BALANCE	\$ 10,864,161			\$ 10,864,161
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 948,584	\$ -	\$ -	\$ 948,584
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 948,584	\$ -	\$ -	\$ 948,584
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit: **Combined General Fund
Teamsters**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (1st Interim)	Adjustments as a Result of Settlement	Other Revisions— CSEA Increase and CY Budget Adjmts	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 282,055,633	\$ -	\$ -	\$ 282,055,633
Remaining Revenues (8100-8799)	\$ 103,034,100	\$ -	\$ -	\$ 103,034,100
TOTAL REVENUES	\$ 385,089,733	\$ -	\$ -	\$ 385,089,733
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 210,670,031	\$ -	\$ -	\$ 210,670,031
Classified Salaries (2000-2999)	\$ 58,882,675	\$ -	\$ -	\$ 58,882,675
Employee Benefits (3000-3999)	\$ 73,251,803	\$ -	\$ -	\$ 73,251,803
Books and Supplies (4000-4999)	\$ 14,523,406	\$ -	\$ -	\$ 14,523,406
Services, Other Operating Expenses (5000-5999)	\$ 27,906,207	\$ -	\$ -	\$ 27,906,207
Capital Outlay (6000-6599)	\$ 69,316	\$ -	\$ -	\$ 69,316
Other Outgo (7100-7299) (7400-7499)	\$ 11,143,332	\$ -	\$ -	\$ 11,143,332
Direct Support/Indirect Cost (7300-7399)	\$ (738,035)	\$ -	\$ -	\$ (738,035)
Other Adjustments				
TOTAL EXPENDITURES	\$ 395,708,735	\$ -	\$ -	\$ 395,708,735
OPERATING SURPLUS (DEFICIT)	\$ (10,619,002)	\$ -	\$ -	\$ (10,619,002)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 900,000	\$ -	\$ -	\$ 900,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ (2,050,000)	\$ -	\$ -	\$ (2,050,000)
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (11,769,002)	\$ *	\$ -	\$ (11,769,002)
BEGINNING BALANCE	\$ 21,844,245			\$ 21,844,245
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 10,075,243	\$ -	\$ -	\$ 10,075,243
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 1,273,584	\$ -	\$ -	\$ 1,273,584
Reserved for Economic Uncertainties (9770)	\$ 8,101,659	\$ -	\$ -	\$ 8,101,659
Designated Amounts (9775-9780)	\$ 700,000	\$ -	\$ -	\$ 700,000
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	2.04%			2.04%

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Combined General Fund
Teamsters**

Enter Bargaining Unit:

	2008-09	2009-10	2010-11
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 282,055,633	\$ 279,447,734	\$ 281,442,214
Remaining Revenues (8100-8799)	\$ 103,034,100	\$ 101,664,745	\$ 103,597,164
TOTAL REVENUES	\$ 385,089,733	\$ 381,112,479	\$ 385,039,378
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 210,670,031	\$ 214,065,823	\$ 217,252,409
Classified Salaries (2000-2999)	\$ 58,882,675	\$ 60,485,330	\$ 62,111,536
Employee Benefits (3000-3999)	\$ 73,251,803	\$ 79,937,693	\$ 84,909,339
Books and Supplies (4000-4999)	\$ 14,523,406	\$ 14,941,269	\$ 15,115,945
Services, Other Operating Expenses (5000-5999)	\$ 27,906,207	\$ 28,465,909	\$ 29,355,105
Capital Outlay (6000-6999)	\$ 69,316	\$ 20,000	\$ 20,000
Other Outgo (7100-7299) (7400-7499)	\$ 11,143,332	\$ 9,263,251	\$ 9,263,233
Direct Support/Indirect Cost (7300-7399)	\$ (738,035)	\$ (740,369)	\$ (791,417)
Other Adjustments		\$ (25,000,000)	\$ (32,000,000)
TOTAL EXPENDITURES	\$ 395,708,735	\$ 381,438,906	\$ 385,236,150
OPERATING SURPLUS (DEFICIT)	\$ (10,619,002)	\$ (326,427)	\$ (196,772)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 900,000	\$ 650,000	\$ 650,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ (2,050,000)	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (11,769,002)	\$ 323,573	\$ 453,228
BEGINNING BALANCE	\$ 21,844,245	\$ 10,075,243	\$ 10,398,816
CURRENT-YEAR ENDING BALANCE	\$ 10,075,243	\$ 10,398,816	\$ 10,852,044
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$ 1,273,584	\$ 914,052	\$ 1,140,255
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 8,101,659	\$ 8,134,764	\$ 7,711,790
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 700,000	\$ 1,350,000	\$ 1,999,999
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2008-09	2009-10	2010-11
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 397,758,735	\$ 381,438,906	\$ 385,236,150
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,955,175	\$ 7,628,778	\$ 7,704,723

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 8,101,659	\$ 8,134,764	\$ 7,711,790
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 8,101,659	\$ 8,134,764	\$ 7,711,790
h.	Reserve for Economic Uncertainties Percentage	2.04%	2.13%	2.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2008-09	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2009-10	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2010-11	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

Health and welfare and step and column increases were previously included in the district budget.

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

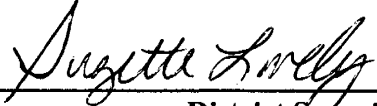
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Teamsters Bargaining Unit, during the term of the agreement from July 1, 2008 to June 30, 2009.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses	N/A
Ending Balance Increase (Increase)	N/A
Expenditures/Other Financing Uses	N/A
Ending Balance Increase (Increase)	N/A

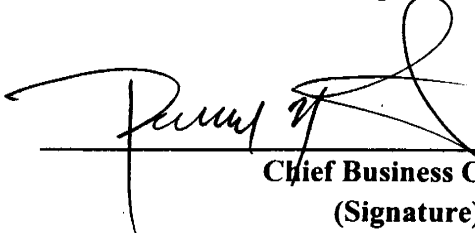
N/A X (No budget revisions necessary)



District Superintendent
(Signature)

4-22-09

Date



Chief Business Officer
(Signature)

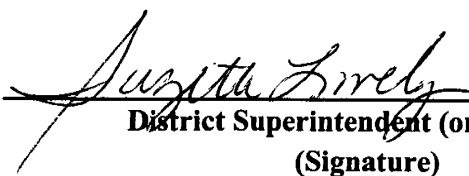
4-24/09

Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.



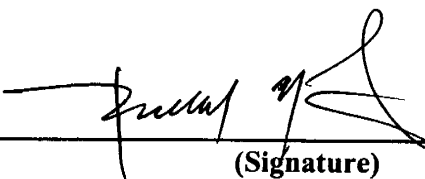
District Superintendent (or Designee)
(Signature)

4-22-09

Date

Ronald N. Lebs
Contact Person

949-234-9211
Phone



(Signature)


4-24-09

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent 

SUBJECT: **ADOPTION OF PROPOSED DECISION IN THE MATTER OF
TEACHER LAYOFF HEARINGS – File No. 2009030108**

BACKGROUND INFORMATION

At its meeting of March 9, 2009, the Board of Trustees adopted Resolution Number 0809-49 and 0809-52, which eliminated or reduced particular kinds of services or programs being provided by certificated staff. The Resolutions subsequently authorized the issuance of March 15 layoff notices to 344.6 employees in the CUEA bargaining unit and 62.7 certificated managers.

The layoff hearing occurred on April 27, 2009, with Administrative Law Judge, Christopher Ruiz. Judge Ruiz has issued a proposed decision in the matter.

CURRENT CONSIDERATIONS

This agenda item proposes for Board consideration the adoption of the Administrative Law Judge's proposed decision, Exhibit A. All teachers who were respondents in the hearing received a copy of the decision by May 7, 2009 in accordance with Education Code Section 44949. Teachers who did not request a hearing must also be notified of the judge's decision. At the time of printing, Exhibits A and B were still being prepared by staff. These Exhibits will be forwarded to Trustees and posted on the CUSD web on Friday, May 8.

FINANCIAL IMPLICATIONS

The financial implications of this agenda item will be included in the 2009-10 final Budget which will be submitted at the June 22, 2009, public hearing.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees adopt the proposed decision effective immediately and authorize final notice of layoffs in accordance with this decision, Exhibit A. All the teachers to be laid off are listed in Exhibit B.

DISCUSSION/
ACTION



OFFICE OF ADMINISTRATIVE HEARINGS

State of California

320 West Fourth Street, Room 630, Los Angeles, CA, 90013
213 576-7200 phone | 213 576-7244 fax
www.oah.dgs.ca.gov

Department of General Services

May 1, 2009

Governing Board
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Suzette Lovely, Deputy Superintendent
Personnel Services

By Facsimile

Re: In the Matter of the Accusation Against Certain Certificated Employees of the
Capistrano Unified School District – OAH No. 2009030108

Dear Board Members:

Enclosed with this letter is a copy of the administrative law judge’s proposed decision in the above-referenced case and two copies of the agency order of adoption. Please return one copy of the order of adoption after the Board adopts its Decision. This office will be promptly mailing the original of the proposed decision and all exhibits to you by overnight mail.

On or before May 7, 2009, the Governing Board must submit a copy of the proposed decision to all teachers who were respondents in the hearing, in accordance with Education Code section 44949.

Very truly yours,

Rosario Magalit
ROSARIO MAGALIT, Legal Secretary
Office of Administrative Hearings

Regional Offices

320 West Fourth Street
Suite 630
Los Angeles, CA 90013
213 576-7200
213 576-7244

1350 Front Street
Room 6022
San Diego, CA 92101
one

1515 Clay Street
Suite 206
Oakland, CA 94612
510 622-2722 phone
510 622-2743

BEFORE THE GOVERNING BOARD OF
THE CAPISTRANO UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

OAH No.: L2009030108

Certain Certificated Employees of the
Capistrano Unified School District,

Respondents.

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Capistrano Unified School District as its Decision in the above-entitled matter.

This Decision shall become effective May 11, 2009.

IT IS SO ORDERED by the Board of Trustees.

CAPISTRANO UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA

By _____

rfm

**BEFORE THE GOVERNING BOARD OF
THE CAPISTRANO UNIFIED SCHOOL DISTRICT
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

OAH No. 2009030108

Certain Certificated Employees of the
Capistrano Unified School District,

Respondents.

PROPOSED DECISION

Chris Ruiz, Administrative Law Judge (ALJ) with the Office of Administrative Hearings, heard this matter on April 27, 2009, in San Juan Capistrano.

David C. Larsen, Esq., represented the Capistrano Unified School District (District).

Marianne Reinhold, Esq., represented the Respondent teachers (Respondents).

Respondent David Burnett represented himself. He was only present until the lunch break.

The District served a Notice of Layoff and Accusation packets on Respondents. The parties stipulated that those teachers whose employment is at issue are listed and highlighted in the color yellow in Exhibit 10, which is hereby incorporated by reference as if fully set forth herein. At the hearing, the District withdrew the Notice of Layoff and Accusation as to those teachers whose names are crossed out in Exhibit 10. By stipulation between the parties, Exhibit 10 was also modified to reflect corrections to certain teachers' seniority date.

The matter was submitted for decision on April 27, 2009.

FACTUAL FINDINGS

1. Suzette Lovely, Deputy Superintendent of Personnel Services, acting in her official capacity, caused all pleadings, notices and other papers to be filed and served upon Respondents pursuant to the provisions of Education Code sections 44949 and 44955. All pre-hearing jurisdictional requirements were met.

2. Respondents are employed by the District as permanent, probationary, intern, pre-intern, emergency permitted, waiver, and/or temporary certificated employees of the District.

3. On March 9, 2009, pursuant to Education Code sections 44949 and 44955, the Governing Board of the District (Board) issued Resolution number 0809-49 which approved the recommendation by the Superintendent that notice be given to Respondents that their services will not be required for the ensuing school year and stating the reasons for that recommendation.

4. Prior to March 15, 2009, Respondents were given written notice of the recommendation that notice be given to Respondents, pursuant to Education Code sections 44949 and 44955, that their services will not be required for the ensuing school year and stating the reasons for that recommendation.

5. It was established that cause exists, within the meaning of Education Code sections 44949 and 44955, for not reemploying Respondents for the ensuing school year for all of the reasons set forth below.

6. The District decided the following:

The following particular kinds of services of the District will be reduced or eliminated no later than the beginning of the 2009-10 school year:

Particular Kind of Service or Program Certificated Non-Management Positions	Number of Full Time Equivalents
<i>Elementary Instructional Services (Self Contained Classrooms)</i>	
Kindergarten	3 FTE
1 st Grade	77 FTE
2 nd Grade	74 FTE
3 rd Grade	77 FTE

<i>Upper Grade Classrooms</i>	
Grades 4-6	11 FTE
Elementary Chinese	1 FTE
Elementary Music	22.6 FTE
<i>Secondary Instructional Services (Single Subject Course Offerings)</i>	
Grades 7-12	20 FTE
<ul style="list-style-type: none"> • English (5 FTE) • Social Science (4 FTE) • Math (4 FTE) • Life Science (4 FTE) 	

<ul style="list-style-type: none"> • Foreign Language (1 FTE) • PE (2 FTE) 	
<i>Instructional Support Services</i>	
Resource Teachers on Special Assignment	26 FTE
Special Education (Program/Classroom Restructuring, TLC)	5 FTE
Counselors	27 FTE
Psychologist	1 FTE
TOTAL FULL TIME EQUIVALENTS	344.6 FTE

7. The Board decided that it is necessary to decrease the number of certificated employees as a result of the reduction in services. These services are “particular kinds of services” that may be reduced or discontinued within the meaning of Education Code section 44955. The Board’s decision to reduce or discontinue these particular kinds of services was not arbitrary or capricious, but rather, constituted a proper exercise of discretion. The Board is faced with a budget shortfall of approximately 25 million dollars.

8. The reduction or discontinuation of these particular kinds of services is related to the welfare of the District and its pupils. The reduction or discontinuation of particular kinds of services is necessary to decrease the number of certificated employees of the District as determined by the Board. This reduction is necessary because of budget reductions.

9. The Board properly considered all known attrition, resignations, retirements and requests for transfer in determining the actual number of necessary layoff notices to be delivered to its employees prior to March 15, 2009. (*San Jose Teachers Association v. Allen* (1983) 144 Cal.App.3d 627 at 636).

10. The District properly created its seniority list by determining the first date of paid service of each certificated employee and properly utilized reasonable “tie-breaker” criteria when necessary. The District properly used the seniority list to determine which employees should receive layoff notices. The District also “skipped” over certain categories of personnel. Respondents did not establish that any of the District’s “skips” were inappropriate.

Music Teachers

11. The District is reducing the number of elementary school music teachers. As a result, some of these teachers are “bumping” high school music teachers and taking their position. Some high school music teachers testified that it would be difficult, or impossible, for an elementary school music teacher to transition to teaching music at the high school level. Other elementary school teachers testified that they could make the transition to teaching high school music. It was established that there are differences between teaching music at the elementary school level versus the high school level. However, a teacher who

holds a teaching credential, with an authorization to teach music, is legally qualified to teach at either level. Whether a particular teacher is “better” than another teacher is not at issue. The only issue is whether a more junior music teacher is being retained when a more senior music teacher is being laid-off. Such is not the case. The District is obligated to lay off the music teachers in reverse order of seniority, and it has done so.

12. All other arguments presented by Respondents were unconvincing and were not established by the evidence. The District followed the required procedures and did not act in an arbitrary and capricious manner.

CONCLUSIONS OF LAW

1. Jurisdiction for these proceedings exists pursuant to Education Code sections 44949 and 44955.

2. Each of the services set forth in Findings 5 and 6 is a particular kind of service which may be reduced or discontinued in accordance with applicable statutes and case law.

3. The District’s decision to reduce or discontinue the services is neither arbitrary nor capricious, but rather a proper exercise of the District's discretion.

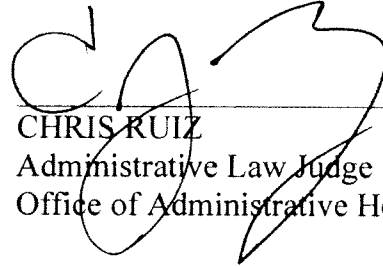
4. Cause exists to reduce the District's teaching positions as described above and to give notice to the affected teachers pursuant to Education Code section 44955. (*Campbell v. Abbot* (1978) 76 Cal.App.3d 796; *Degener v. Governing Board* (1977) 67 Cal.App.3d 689). Based on the above Findings, including the preamble to this Proposed Decision, the names of the affected teachers, those as to whom final notices of layoff may be given, are as follows:

All Respondent teachers whose names are highlighted in yellow in Exhibit 10, except any teacher whose name is crossed out. The Accusation is dismissed as to any teacher whose name is crossed out.

ORDER

Because of the reductions of services, the District may give notice to the teachers identified in Legal Conclusion No. 4 that their services will not be required for the 2009-2010 school year.

Dated: April 30, 2009.



CHRIS RUIZ
Administrative Law Judge
Office of Administrative Hearings

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Amy	Abbott
Lora	Abedi
Carrie	Agyekum
Joice	Alapag
Lindsay	Allbee
Kerri	Arakawa
Scott	Arakawa
Jeanie	Arthur
Lori	Avakian
Jamie	Bailey
Jennifer	Balck
Justin	Baldrige
Michelle	Balogh
Christyann	Banuelos
Brian	Barnes
Ingrid	Beaty
Jesus	Becerra
Jacqueline	Beligan
Kimberly	Belmont
Jennifer	Beneventi
Gayle	Bentley
Janet	Bentley
Quinn	Beyer
Wendy	Billman
Brooke	Bismack
Julie	Blandino
Jennifer	Bletscher
Keri	Bliss
Andrea	Bochenek
Tom	Bogiatzis
Shannon	Borg
Heather	Bosworth
Jennifer	Bourquin
Andrika	Bowen
Lindy	Brem
Kelly	Brennan
Melanie	Bridges
Robert	Bridwell
Carol	Brillon
Veronica	Briseno Vega
Erin	Bro
Trish	Bronson

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Teresa	Brooks
Tracey	Brooks
Erin	Brophy
David	Burnette
Annette	Burns
Angela	Cantacessi
Marcella	Carlini-Castiglia
Carolyn	Carrie
Kimberly	Cashin
Daren	Cheney
Yeon	Choi
Jeremy	Chung
Julie	Chutuk
Sarah	Clarke
Amy	Clarke
Theresa	Clarke
Jeffrey	Colbert
Jessica	Comstock
Pleasance	Conrady
Gayle	Contonis
Nick	Corbin
Caroline	Corgiat
Michael	Corrigan
Jennifer	Cowgill
Melissa	Cox
Jenika	Cracchiolo
Jason	Cropley
Chadwick	Cunningham
Christopher	Dembiec
Amy	Devore
Jennifer	Diaz
Leilani	Dicato
Kendra	Dixon
Lindy	Donsker
Kimberly	Downing
Kylie	Dul
Craig	Dunn
Mary	Dunncliffe
Kristin	Edson
Shawna	Ellis
Ellen	Eltiste

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Gregory	Erickson
Deborah	Estrada
Jane	Evert
Maygualida	Falcon
Teresa	Fantasia
Anne Marie	Faris
Brenda	Fatehi
Maggie	Fisher
Stefanie	Fordyce
Brooke	Foster
Kari	Fragassi
Debra	Franzi
Mikole	French
Eric	Frommholz
Dana	Galasso
Jaime	Garman
Diane	Geller
Sherri	George
Dru	Gerhard
Stacy	Gerken
Susan	Gerling
Mary	Ghotbi
Gregory	Gibson
Sarah	Gibson
Elizabeth	Gibson
Janey	Gidion
Erin	Girard
Bonita	Glover
Laura	Goetsch-Gates
Florencio	Gonzalez
Kimberly	Goode
Midori	Gordon
Kellie	Graham
Justin	Green
Vernon	Gries
Steffanie	Griffith
Rebecca	Grondahl
Tiffany	Hall
Clay	Halverson
Kelly	Hambrick
James	Hammons

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Carly	Hancock
Juliean	Hansen
Ivan	Hansen
Lacey	Hansen
Mike	Hansen
Marisa	Hansink
Jason	Harney
Johanna	Heavlin-Martinez
Alison	Hegarty
Christopher	Herwig
Patricia	Hine
Sharla	Hinkey
Gail	Hodel
Todd	Hoffman
Kathy	Hokonohara
Jenny	Holen
Emily	Holke
Kirsten	Hollis
Sarah	Hornig
Tina	Huynh
Peter	Jackson
Jennifer	Jackson
Barbara	Jaramillo
Nicole	Jarrell
Michael	Jensen
Maria	Johnson
Tricia	Johnson
Christa	Jones
Jenna	Jordheim
Dana	Judd
Andrea	Julson
Robin	Kennedy
Heidi	Kissel
Vanessa	Knox
Courtney	Koehler
Elisa	Koenig
Rita	Kolenic
Nicole	Koopman
Lisa	Kopczynski
Evi	Korovilas
Jami-Lyn	Kovac

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Dina	Kubba
Troy	Kubly
Jennifer	Kuse
Kay	Laird
Nicole	LaMarre
Serena	Lane
Cynthia	LaRoche
Erin	Last
Christina	Lee
Sandra	Lewis
Jennifer	Loftis
Nicole	Loh
Deborah	Lombrano
Brittany	Longdon
Maryann	Mackey
Mary	Maggay
Nicky	Magnuson
Heidi	Marshall
Colleen	Martin
Andrew	Mashburn
Julie	Matters
Tami	Mays
Jill	Mazzaro Lefever
Cristy	McAbee
Debra	McCoy
Rachelle	McCusker
Heather	McDaniel-Siplivy
Jill	McDonald
Diane	McGann
Sarah	McKeon
Shannon	McKinstry
Hayley	McLellan
Antoinette	McManigal
Nancy	McPhillips
Bonny	Meyers
Benjamin	Miedema
Stephanie	Mischel
Nicole	Misiraca
Melissa	Moen
Michelle	Montgomery
Courtney	Moore
Melissa	Moore

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Diana	Morgan
Elizabeth	Morris
Victor	Mosconi
Melissa	Murphy
Vanessa	Napolitano
Erik	Nelson
Rebecca	Nelson
Shari	Newman
Andrea	Noon
Teresa	O'Connell
Darla	O'Leary
Pamela	O'Donovan
Kathrine	Olsen
Shaina	Orlando
Duane	Otani
Christina	Owens
Susan	Paradise
Richard	Perez
Ryan	Persinger
Christin	Peterson
Rebecca	Pianta
Lari	Portas
Angela	Portnoff
Gina	Poteet
Paige	Prescott
Emily	Price
Karen	Primack
Carrie-Anne	Prukner
Shawna	Puma
Mark	Quest
Jarett	Quinn
Susan	Ramage
Lisa	Reardon
Alison	Regan
Kelly	Ricks
Bruce	Ridill
Yolanda	Rosenberg
Stacy	Rumpf
Jaime	Runyan
Timothy	Sampson
Lynn	Sanchez
Reannah	Sartoris

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Michael	Schooler
Elisa	Schoonover
Roni	Schwartz
Andrea	Semas
Ellen	Servais
Jennah	Shmuckler
Celina	Shwam
Tara	Sieling
Kylie	Siglock
Elizabeth	Silverthorne
Jacqueline	Simmons
Kelly	Skon
Maureen	Smith
Carrie	Smith
Staci	Smith
Amanda	Soboleski
Jason	Sorrell
Wendy	Sottile
Nayla	Southworth
Carly	Squires
Kari	Stadel
Carol	Stafford
Barbara	Starr
Jennifer	Stevens
April	Stone
Christa	Strick
Lindsay	Strodl
Marjorie	Sutton
Celeste	Swanson
Ashley	Talbert
Tiffany	Tarleton
Jennifer	Tatala
Bernadette	Theurer
Harmony	Thomas
Steven	Tobenkin
Mary	Todd
Greg	Togawa
Jessamy	Tran
Laura	Trudeau
Andrew	Valderrama
Kristen	Valenti
Katrina	Van Der Wal

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TEACHERS TO BE LAID OFF –
BASED ON OAH DECISION NO. 2009030108

FIRST NAME	LAST NAME
Emily	Vieira
Michael	Vollmer
Tami	Vu
Steven	Wade
Natalie	Wade
Andy	Waldukat
Kristen	Walker
Elizabeth	Weatherly
Katie	Wegner
Karen	Welch
Lelia	West
Aaron	Westbrook
Blair	Widtfeldt
Ginger	Wightman
Elizabeth	Willey
Melissa	Williams
Kimberly	Williams
Christine	Wilson
Rebekah	Wing
Brandon	Wislocki
Tiffany	Wondra
Michael	Young
Brooke	Young
Stuart	Young

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent *SL*

SUBJECT: **CLASSIFIED LAYOFF – MANAGEMENT AND NON-
MANAGEMENT EMPLOYEES - RESOLUTION NO. 0809-53**

BACKGROUND INFORMATION

In accordance with Education Code Section 45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds, Exhibit A. The process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise.

Classified employees must be given a forty-five (45) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment rights for a period of 39 months pursuant to Education Code Section 45298, Exhibit B.

While the California Legislature came to agreement on how to resolve the state's \$42 billion shortfall, school districts continue to struggle with the impact of reductions in the base revenue limit and categorical funding. For Capistrano Unified, this parlays into a \$25 million deficit for the 2009-10 school year.

In order to maintain a balanced budget and provide essential services to CUSD students, the district must eliminate programs and services for the 2009-10 fiscal year. These programs and services are at both the site and central office level.

CURRENT CONSIDERATIONS

This agenda item proposes for Board consideration the reduction or discontinuance of particular kinds of service/program as identified in Resolution No. 0809-53, Exhibit C.

With this agenda item, the following classified positions are being proposed for elimination:

Position Elimination/CSEA	Number of Full Time Equivalents
Assistant Buyer	1 FTE
Bilingual Clerk	1.438 FTE
Bilingual Community Services Liaison	7.975 FTE
Bilingual Instructional Assistant	3.037 FTE
Bilingual Special Programs Liaison	1 FTE
District Receptionist	.488 FTE
Electronic Specialist	2 FTE
Elementary School Clerk	.375 FTE

CLASSIFIED LAYOFF RESOLUTION 0809-53

May 11, 2009

Page 2

Position Elimination/CSEA (Continued)	Number of Full Time Equivalents
Health/Office Assistant	1.3 FTE
Heating, A/C & Refrigeration Technician	1 FTE
Independence Facilitator-Autism	3 FTE
Independence Facilitator-Special Education	2.061 FTE
Intermediate Office Assistant	.488 FTE
Instructional Assistant	3.450 FTE
Instructional Assistant-Computer Lab	.375 FTE
Instructional Assistant-ELD	.375 FTE
Instructional Assistant-Science	.375 FTE
Instructional Assistant-Special Education	.438 FTE
Maintenance Electrician	1 FTE
Maintenance Painter	1 FTE
Maintenance Plumber	2 FTE
Maintenance Storekeeper	1 FTE
Nursing Specialist	1.390 FTE
Preschool Resource Teacher	3.488 FTE
School Clerk I	7.037 FTE
School Clerk II	.75 FTE
School Receptionist	1 FTE
School Secretary I	.30 FTE
Staff Secretary	1 FTE
Total CSEA	50.14 FTE

Position Elimination/Classified Management and Confidential Employees	Number of Full Time Equivalents
Chief Information Officer	1 FTE
Director IV, Technical Services (vacant)	1 FTE
Division Office Manager (vacant)	1 FTE
Supervisor III, School Readiness	1 FTE
Total Classified Management/Confidential	4 FTE
Grand Total	54.14 FTE

FINANCIAL IMPLICATIONS

The estimated savings to the 2009-10 budget from classified positions earmarked for elimination will be included in the final budget adopted by the Board on June 22, 2009.

STAFF RECOMMENDATION

It is respectfully recommended that Board approve Resolution 0809-53 classified layoff in the designated classification, Exhibit C.

DISCUSSION/
ACTION

CALIFORNIA EDUCATION CODE

45117. Notice of Layoff Due to Expiration of Specially Funded Program or Bona Fide Reduction or Elimination of Service

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

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

CALIFORNIA EDUCATION CODE

45298. Reemployment and Promotional Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION FOR CLASSIFIED LAYOFF

Resolution No. 0809-53

WHEREAS, it is necessary to eliminate or reduce certain positions in Capistrano Unified School District, and

WHEREAS, it is in the best interest of the district to discontinue certain services being provided in programs, and

WHEREAS, the elimination of these positions/or services will result in the layoff of classified personnel;

NOW, THEREFORE, BE IT RESOLVED THAT, the district eliminates the following positions due to reductions in funding and/or changes in staffing needs:

Position Elimination/CSEA	Number of Full Time Equivalents
Assistant Buyer	1 FTE
Bilingual Clerk	1.438 FTE
Bilingual Community Services Liaison	7.975 FTE
Bilingual Instructional Assistant	3.037 FTE
Bilingual Special Programs Liaison	1 FTE
District Receptionist	.488 FTE
Electronic Specialist	2 FTE
Elementary School Clerk	.375 FTE
Health/Office Assistant	1.3 FTE
Heating, A/C & Refrigeration Technician	1 FTE
Independence Facilitator-Autism	3 FTE
Independence Facilitator-Special Education	2.061 FTE
Intermediate Office Assistant	.488 FTE
Instructional Assistant	3.450 FTE
Instructional Assistant-Computer Lab	.375 FTE
Instructional Assistant-ELD	.375 FTE
Instructional Assistant-Science	.375 FTE
Instructional Assistant-Special Education	.438 FTE
Maintenance Electrician	1 FTE
Maintenance Painter	1 FTE
Maintenance Plumber	2 FTE
Maintenance Storekeeper	1 FTE
Nursing Specialist	1.390 FTE
Preschool Resource Teacher	3.488 FTE

CAPISTRANO UNIFIED SCHOOL DISTRICT
 RESOLUTION FOR CLASSIFIED LAYOFF
 Resolution No. 0809-53
 May 11, 2009
 Page 2

Position Elimination/CSEA (Continued)	Number of Full Time Equivalents
School Clerk I	7.037 FTE
School Clerk II	.75 FTE
School Receptionist	1 FTE
School Secretary I	.30 FTE
Staff Secretary	1 FTE
Total CSEA	50.14 FTE

Position Elimination/Classified Management and Confidential Employees	Number of Full Time Equivalents
Chief Information Officer	1 FTE
Director IV, Technical Services (vacant)	1 FTE
Division Office Manager (vacant)	1 FTE
Supervisor III, School Readiness	1 FTE
Total Classified Management/Confidential	4 FTE
Grand Total	54.14 FTE

AND BE IT FURTHER RESOLVED THAT, the Superintendent of the district is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the district pursuant to district rules and regulations and applicable provisions of the Education Code of the State of California to take effect no earlier than 45 days prior to the effective day of layoff as set forth above.

AYES _____
 NOES _____
 ABSENT _____

 President, Board of Trustees

 Superintendent

Date: _____
 c: Superintendent, Orange County Department of Education

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Mc. Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent

SUBJECT: **PROPOSED 2010/11 SCHOOL CALENDAR**

BACKGROUND INFORMATION

During the 2003-2007 school years, Capistrano Unified School District made several adjustments to the traditional school calendar. Intended to provide maximum time for students to prepare for high-stakes tests and enhance District revenue, the changes included a pre-Labor Day start date, additional fall, winter, and spring recess days, and a three to five day Thanksgiving recess.

In November 2006, a Calendar Task Force was convened to review previous school calendars and make recommendations for the 2007/08 and 2008/09 calendars. The Task Force was composed of 20 members representing all of the school district's major constituent groups, including the Capistrano Unified Council of PTSA's, Capistrano Unified Education Association, California School Employee Association—Chapter 224, Teamsters, principals, and support staff from the Personnel and Budget Departments. The Task Force conducted two lengthy meetings in November and December 2006 to share input and reach consensus on a recommended calendar. Input from all stakeholder groups indicated a strong desire to move the first day of school back to a date after Labor Day and to minimize the number of single recess days throughout the year. Student and teacher attendance data from previous years supported the creation of a calendar which incorporated these changes.

After considering the educational implications of the major calendar issues and studying the input received from stakeholders, the committee concluded that the following tenets should be adopted in future school calendars:

- The calendar should support the educational purpose of the school district.
- Student holidays, aside from legal holidays, should be minimized and placed strategically in order to optimize learning.
- To the extent possible, the calendar should follow a consistent pattern from year to year so that teachers can plan for instruction and families can make long-range plans.
- To the extent possible, the calendar should retain some of the features which produced the higher district revenue realized during the three-year pilot as a result of increased ADA.

In April 2008, the Board of Trustees adopted a calendar for the 2009/10 academic year which was consistent with these factors. The Calendar Task Force reconvened in December 2008 to design a proposed calendar for the 2010/11 academic year which also held true to these tenants.

CURRENT CONSIDERATIONS

This Board item presents for Board consideration a proposed school calendar for the 2010/11 school year (Exhibit A).

The recommended calendar maintains consistency with the 2007/08 and 2008/09 calendars. Specifically:

- Students return to school the Tuesday after Labor Day.
- The only scheduled fall recess day other than those expressly dictated under Education Code 79020 is the Friday following Veterans Day.
- Schools will be closed for a five-day Thanksgiving holiday break.
- Spring Break is scheduled the second week/first full week in April.
- The final student day is a Thursday.

The committee considered returning to a two or three-day Thanksgiving Recess, but that would have moved graduation to a Monday or Tuesday. The committee felt this was not a good option.

The committee realizes that creating a calendar which meets every individual's and group's needs and preference is a challenging task. The committee recommended the calendar in Exhibit A based on instructional needs, fiscal realities, the stated preferences of the majority of parents and employees polled, as well as a desire to maintain a consistent pattern of breaks so that our parents and employees can plan personal and family time.

FINANCIAL IMPLICATIONS

Adoption of this calendar will sustain the savings by increasing the first week attendance and reducing high student and teacher absenteeism immediately following a mandatory mid-week Veterans Day, as well as preceding the Thanksgiving holiday, thus enhancing the general fund through increased revenue via the state's ADA funding model.

STAFF RECOMMENDATION

It is respectfully requested Board President Ellen Addonizio recognize Deputy Superintendent Suzette Lovely. Ms. Lovely, in turn, will recognize Executive Director Michelle Wrenn Benham, who will introduce this item and answer any questions Trustees may have. After appropriate discussion, it is recommended the Board approve the proposed school calendar for 2010/11 (Exhibit A).

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SCHOOL CALENDAR 2010/2011

INDEPENDENCE DAY HOLIDAY (Local Holiday)	Mon., July 5, 2010
First Day of Service for New Teachers	Wed., Sept. 1, 2010
All Teachers – Preservice Days	Thurs.-Fri., Sept. 2-3, 2010
LABOR DAY (Legal Holiday)	Mon., Sept. 6, 2010
<u>OPENING DAY OF SCHOOL</u>	Tues., Sept. 7, 2010
Back to School Week, Middle School (Minimum day, date of Back-to-School Night only)	Tues.-Thurs., Sept. 21-23, 2010
Back to School Week, High School (Minimum day, date of Back-to-School Night only)	Tues.-Thurs., Sept. 28-30, 2010
Back to School Week, Elementary (Minimum day, date of Back-to-School Night only)	Tues.-Thurs., Oct. 5-7, 2010
End of First Progress Reporting Period (High School)	Fri., Oct. 15, 2010
Mid-Trimester Progress and Goal Setting Parent Conferences, Elementary (Minimum Days) Elementary (Student Holidays)	Thurs.-Fri., Oct. 28-29, 2010 Mon.-Tues., Nov. 1-2, 2010
Professional Growth Day, Middle & High (Secondary Student Holiday)	Mon., Nov. 1, 2010
<u>End of First Quarter – Middle School</u>	Fri., Nov. 5, 2010
VETERANS DAY (Legal Holiday)	Thurs., Nov. 11, 2010
FALL RECESS (Recess for Students and Teachers)	Fri., Nov. 12, 2010
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Fri., Nov. 22-26, 2010
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 25-26, 2010
<u>SCHOOL RESUMES</u>	Mon., Nov. 29, 2010
End of Second Progress Reporting Period (High School)	Fri., Dec. 3, 2010
<u>End of First Trimester – Elementary</u>	Fri., Dec. 10, 2010
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 20-31, 2010
CHRISTMAS HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Dec. 23-24, 2010
Holiday to Replace Admission Day	Thurs., Dec. 30, 2010
NEW YEAR'S DAY (Legal Holiday)	Fri., Dec. 31, 2010
<u>SCHOOL RESUMES</u>	Mon., Jan. 3, 2011
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Mon., Jan. 17, 2011
Final Exam Days, High School (Minimum Days, High School)	Tues.-Thurs., Feb. 1-3, 2011
<u>End of First Semester</u>	Thurs., Feb. 3, 2011
First Semester Wrap-up Activities, Middle & High Schools (Secondary Student Holiday)	Fri., Feb. 4, 2011
Elementary Mid-Trimester Progress Report	Fri., Feb. 4, 2011
<u>SECOND SEMESTER BEGINS</u>	Mon., Feb. 7, 2011
LINCOLN DAY (Legal Holiday)	Fri., Feb. 18, 2011
WASHINGTON DAY (Legal Holiday)	Mon., Feb. 21, 2011
End of First Progress Reporting Period (High School)	Fri., Mar. 18, 2011
<u>End of Second Trimester – Elementary</u>	Wed., Mar. 23, 2011
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Mon.-Fri., Mar. 28-Apr. 1, 2011
SPRING RECESS (Recess for Students and Teachers)	Mon.-Fri., Apr. 4-8, 2011
SPRING HOLIDAY (Local Holiday)	Fri., Apr. 8, 2011
<u>SCHOOL RESUMES</u>	Mon., Apr. 11, 2011
<u>End of Third Quarter – Middle School</u>	Wed., Apr. 20, 2011
End of Second Progress Reporting Period (High School)	Fri., May 6, 2011
MEMORIAL DAY (Legal Holiday)	Mon., May 30, 2011
Final Exam Days, High School (Minimum Days, High Schools)	Tues.-Thurs., June 21-23, 2011
<u>LAST DAY OF SCHOOL FOR STUDENTS</u> (End of Second Semester)	Thurs., June 23, 2011
Last Day of Service for Teachers	Fri., June 24, 2011

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

Open House: Schools will set individual Open House dates in the spring.

Board Approved:

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services

SUBJECT: REINSTATEMENT OF BOARD POLICY 1240 - VOLUNTEER ASSISTANCE

BACKGROUND INFORMATION

At its February 9, 2009 meeting, the Board of Trustees voted to suspend BP 1240, Volunteer Assistance (Exhibit A), and related AR 1.5 (Exhibit B). Trustees directed staff to revise the policy to provide clear definitions of volunteers requiring fingerprints.

CURRENT CONSIDERATIONS

Staff has worked through the process of meeting with parent constituents, office staff, and site administrators to identify problems with the current volunteer policy and recommend changes. Through the committee process, constituents are recommending the following changes to the volunteer policy:

- Eliminate TB testing requirement
- Process ID badge/paperwork at the district office for fingerprinted Tier I volunteers
- Create a two-tiered volunteer system

Tier I Volunteers – volunteers who have direct student contact and may be in unsupervised situations with students, including walk-on-coaches & assistants, drivers for school-arranged field trips/activities, overnight chaperones:

- Fingerprint clearance/DOJ screening
- Acknowledgement/sign-off of Volunteer Handbook
- District issued volunteer badge

Tier II Volunteers – volunteers who work with students under employee supervision and/or do not work with students:

- Megan's Law Check
- Acknowledgement/sign-off of Volunteer Handbook
- Site-issued volunteer identification

FINANCIAL IMPLICATIONS

Total upfront costs for purchasing equipment, software, supplies and associated costs for processing volunteer identification badges will be \$6000. It is anticipated that the district will be able to recover \$5000 of these costs throughout the course of the year for a net total cost of \$1000.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Julie Hatchel, Chief Communications Officer, to present this item and answer Trustee questions. It is recommended the Board approve the reinstatement of BP 1240 with implementation on September 8, 2009.

**DISCUSSION/
ACTION**

VOLUNTEER ASSISTANCE

The Governing Board encourages parents/guardians, business, senior citizens, and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors to provide support and motivation to students.

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include a process to ensure that all volunteers who work directly with students on a regular basis have tuberculosis testing and an appropriate criminal record check.

Volunteers shall be provided information about school goals and programs and shall receive an orientation and/or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that capitalize on their skills and expertise and maximize their contribution to the educational program.

Volunteers shall act in accordance with district policies and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates regulations or protocols to leave the campus. Employees should confer with the principal or designee regarding any such volunteers.

Work performed by volunteers shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to assist with short-term projects to the extent that they enhance the classroom or school, do not significantly increase workloads, and comply with employee collective bargaining agreements.

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

Legal Reference:

EDUCATION CODE

35021 *Volunteer aides*

35021.1 *Automated records check*

44010 *Sex offense; definition*

44227.5 *Classroom participation by college methodology faculty*

44814-44815 *Supervision of students during lunch and other nutrition periods*

45125 *Fingerprinting requirements*

45340-45349 *Instructional aides*

45360-45367 *Teacher aides*

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oath or affirmation of allegiance

3543.5 Prohibited interference with employees' rights

HEALTH AND SAFETY CODE

1596.871 Fingerprints of individuals in contact with child day care facility clients

LABOR CODE

3364.5 Persons performing voluntary services for school districts

PENAL CODE

290 Registration of sex offenders

290.4 Information re sex offenders

CODE OF REGULATIONS, TITLE 22

101170 Criminal record clearance

101216 Health screening, volunteers in child care centers

UNITED STATES CODE, TITLE 20

6319 Qualifications and duties of paraprofessionals, Title I programs

ATTORNEY GENERAL OPINIONS

62 Ops. Cal. Atty. Gen. 325 (1979)

COURT DECISIONS

Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:

NATIONAL PTA PUBLICATIONS

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

WEB SITES

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

U.S. Department of Education, Partnership for Family Involvement in Education: <http://pfie.ed.gov>

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping:

<http://www.meganslaw.ca.gov>

(Revised April 21, 2008)

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

VOLUNTEER ASSISTANCE**I. Volunteer Definition**

A volunteer is a parent, community member or other adult who assists at a school site or program on a regular or semi-regular basis during school hours. Also included in this definition are those who help on a one-time basis transporting or working with children without the direct oversight of staff. Parents who observe or visit their child at school on a regular basis and stay more than 15 minutes each time are considered volunteers. Volunteer screening is required for all volunteers.

Individuals who are at the school to attend or help at a one-time special event involving no unsupervised contact with children are not considered volunteers by this definition and are not required to be screened. Examples include helping at a school fair, assembling registration packets, participating in a campus clean-up day, or attending a career day. Participation in more than three (3) one-time events within a year constitutes an ongoing volunteer. A parent picking up their child from school or randomly observing or visiting their child's school is not considered a volunteer. All volunteers serve at the discretion of the classroom teacher and/or site administrator. Volunteers (including Parent Volunteers) are divided into two categories, student contact volunteers and non-student contact volunteers:

II. Student Contact Volunteers – Tier I Volunteers

These volunteers may assist personnel in the performance of their duties which, in the judgment of the personnel to whom the volunteer is assigned, may be performed by a person not licensed as a classroom teacher. Volunteers in this category are required to be fingerprinted and have a criminal record clearance. Volunteers shall be informed that the district is conducting this records check.

Volunteers in this category require acknowledgement/signoff on the Volunteer Handbook, fingerprinting and a criminal record clearance, and identification as a cleared volunteer (district issued badge). Volunteers in this category include:

1. Coaches, assistant coaches, co-curricular assistants
2. Tutoring or mentoring inside or outside the classroom or another unsupervised school setting
3. Attending or chaperoning overnight school-sponsored trips
4. Transporting students in a private vehicle
5. Student teachers
6. Any other volunteer activity, including that done by parents in child care and development programs, where there is unsupervised contact with children
7. Any other volunteer activity where the funding agency requires such a criminal record clearance

III. Non-Student Contact/Supervised Contact Volunteers – Tier II

These volunteers may work on projects pursuant to Governing Board policy and Administrative Regulation under the direct supervision of CUSD staff. Tier II volunteers are required to sign off on the acknowledgement of the Volunteer Handbook, sign in at the front office, and display site issued identification.

IV. Exclusion of Volunteers

Upon receiving the criminal background information regarding a volunteer, the Superintendent or designee shall not place a volunteer in a child care or child development program who has been convicted of a crime other than a minor traffic violation or arrested for any crime under Penal Code Sections 245, 273a, 273.5 or 290. In all other programs, the Superintendent or designee shall not place a volunteer who has been convicted of a serious or violent felony as defined in Penal Code Sections 667.5 and 1192.7. For any other conviction, the Superintendent or designee may decide to not utilize the volunteer depending upon the nature of the conviction as it relates to the volunteer's duties. A person who is required to register as a sex offender pursuant to Penal Code Section 290 shall not serve as a volunteer.

V. Volunteer Identification

In order to determine at a glance which volunteers may be unsupervised with students, volunteers will be required to wear identification badges, differentiating who does and who does not require direct supervision. The district will issue photo identification badges to Tier I volunteers and the site will issue identification to ongoing Tier II volunteers. The district/site may authorize a charge for replacement badges.

VI. Workers' Compensation

Unsalaries volunteers may be considered employees of the district for workers' compensation insurance purposes. If injured while serving as volunteers in the district, they should file workers' compensation insurance forms provided by the district office.

Nothing in this regulation shall prohibit authorized parents/guardians from visiting their child's classroom or school campus providing that such a visit is in compliance with Board policy, school rules and applicable law.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services

SUBJECT: **FIRST READING: PROPOSED BOARD POLICY 3544 - SCHOOL BUS
PASSENGER RESTRAINT SYSTEM USE**

BACKGROUND INFORMATION

Passenger lap/shoulder restraint systems have not been required, per California Vehicle Code 27316, on public school buses manufactured prior to July 1, 2004. However, on school buses manufactured after July 1, 2005, such lap/shoulder belt restraint systems shall be required.

Currently, the District owns 20 school buses manufactured after July 1, 2005, and all such vehicles contain the required restraint system. The code does not require that school buses purchased prior to July 1, 2004 be retrofitted with this lap/shoulder restraint system.

The code ensures no person, school district or organization will be charged for a violation of the code if a passenger on the school bus fails to use or improperly uses the passenger restraint system. However, the District is required to have a policy in place requiring the use of these devices and each passenger shall be instructed in its proper use.

CURRENT CONSIDERATIONS

District staff has developed a Board Policy to clearly state the use of school bus passenger restraint systems. California Education Code requires each student receive training in proper use (fastening/unfastening) and acceptable placement of the lap/shoulder system, Exhibit A.

FINANCIAL IMPLICATIONS

There are no financial implications for this item.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and be available for Trustee questions.

INFORMATION/
DISCUSSION

TRANSPORTATION

SCHOOL BUS PASSENGER RESTRAINT SYSTEM USE

Passenger Restraint System usage (lap/shoulder belts) on school buses provide an important safety benefit to students. Students pre-k thru eighth grade that receive home-to-school transportation will receive school bus lap/shoulder belt use training (if the bus is so equipped) during the annual school bus safe riding practices evacuation drills. All passengers utilizing CUSD buses equipped with lap/shoulder belts on activity/athletic trips will receive lap/shoulder belt use training prior to trip departure.

All those riding buses equipped with lap/shoulder belts, including but not limited to bus drivers, students, teachers, and chaperones, shall wear lap/shoulder belts at all times while the school bus is in motion. At no time *shall* lap/shoulder belts be released before the bus has come to a complete stop. Failure to comply with the lap/shoulder belt use policy *shall* result in student or employee disciplinary action.

Reference:

CUSD Employee Handbook, CVC 27316, CCR Title 5 – 14105, 38047.5, 38047.6, 39831.5

Policy
Adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent

SUBJECT: **PUBLIC INFORMATION OFFICER (PIO) OUTSOURCING**

BACKGROUND INFORMATION

At the request of Trustee Maddox, this item has been placed on the agenda for consideration by the Board to outsource the PIO duties. A PIO would serve to broaden communication with parents and the community, aid in the understanding of the budget process, and help in addressing the challenges facing the district. In addition a PIO would be able to communicate the many successes students and staff achieve on a daily basis.

CURRENT CONSIDERATION

Trustee Maddox respectfully requested this item be placed on the agenda for Board discussion and consideration.

FINANCIAL IMPLICATIONS

The fiscal impact of hiring a PIO is yet to be determined.

STAFF RECOMMENDATION

It is respectfully recommended that President Addonizio recognize Trustee Ken Maddox, who will introduce this item to the Board. After Board discussion, staff will follow up as directed.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Ronald N. Lebs, Deputy Superintendent, Business & Support Services



**SUBJECT: POTENTIAL SALE OR LEASE OF CAPISTRANO BEACH
TRANSPORTATION CENTER**

BACKGROUND INFORMATION

Capistrano Unified School District (CUSD) currently owns and utilizes 5.51 acres of land in the City of Dana Point (near the intersection of Pacific Coast Highway and Doheny Park Road) as a bus transportation center. This facility is commonly known as the Capistrano Beach Transportation Center or the South Yard.

Bus operations at this location began in the mid 1960's and this facility is still used today to operate and store buses, although most of the school bus routes operate out of the Aliso Viejo Transportation Center since the bus reduction program began in the fall of 2008. Recently, the District has been contacted by several parties expressing their interest in purchasing or leasing some or all the Capistrano Beach Transportation Center.

CURRENT CONSIDERATIONS

At the request of Trustee Maddox, this item was placed on the agenda for information/discussion purposes. Attached as "Exhibit A" is an aerial photograph of the Capistrano Beach Transportation Center.

FINANCIAL IMPLICATIONS

At this time, this agenda item will have no financial impact on the District. However, the potential future sale or lease of this property could have a significant positive impact.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Trustee Maddox to open the discussion regarding the potential sale or lease of the Capistrano Beach Transportation Center.

INFORMATION/
DISCUSSION

Capistrano Beach Transportation Center



EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 11, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: Suzette Lovely, Deputy Superintendent

SUBJECT: **AGENDA ITEM PLACEMENT REQUEST FROM LOCAL RESIDENT**

BACKGROUND INFORMATION

Board Policy 9322, **Agenda/Meeting Materials**, states that 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, Exhibit A.

CURRENT CONSIDERATIONS

On April 13, 2009, San Juan Capistrano resident Erin Kutnick requested that an item be agendaized for the May 11, 2009 Board Meeting regarding changing the election of CUSD Board Members from election by entire CUSD electorate to election by constituent area.

Ms. Kutnick has been advised that she will have three minutes to address the Board.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

There is no staff recommendation related to this item.

INFORMATION/
DISCUSSION

