

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

BOARD OF TRUSTEES
Regular Meeting

May 14, 2012

Closed Session 6:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:30 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LABOR NEGOTIATORS

Joseph M. Farley/Jodee Brentlinger/Clark Hampton/
Julie Hatchel/Sara Jocham/Jeff Bristow

Employee Organizations:

- 1) Capistrano Unified Education Association (CUEA)
 - 2) California School Employees Association (CSEA)
 - 3) Teamsters
 - 4) Unrepresented Employees (CUMA)
- (Pursuant to Government Code §54957.6)*

B. STUDENT EXPULSIONS

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

EXHIBITS 3B1-B4

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Christine Taglieri, Sherri George, and Jennifer Woodward – CUSD Teachers of the Year

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

- | | |
|--|--|
| <p>1. RESOLUTION NO. 1112-46, CALIFORNIA DAY OF THE TEACHER:
 Approval of Resolution No. 1112-46, recognition of May 8, 2012, as “California Day of the Teacher.” This resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its certificated staff.
 <i>CUSD Strategic Plan Pillar 5: Effective Operations</i>
 <i>Contact: Marcus Walton, Chief Communication Officer</i></p> | <p>DISCUSSION/
 ACTION
 Page 1
 EXHIBIT 1</p> |
|--|--|

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-46, California Day of the Teacher.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

2. **RESOLUTION NO. 1112-47, CLASSIFIED SCHOOL EMPLOYEES WEEK:** DISCUSSION/
 Approval of Resolution No. 1112-47, recognition of May 20 - 26, 2012, as "Classified ACTION
 School Employees Week." The District traditionally recognizes the contributions of Page 3
 its classified employees during this special week. This resolution serves as official EXHIBIT 2
 notice to all classified employees, as well as all citizens of the District, of the Board's
 recognition of the excellent service provided by its classified personnel.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Marcus Walton, Chief Communication Officer

Staff Recommendation

It is recommended the Board President recognize Marcus Walton, Chief Communications Officer, to present this item.

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1112-47, Classified School Employees Week.

Motion by _____	Seconded by _____
ROLL CALL:	
Student Advisor Ryan Pallas _____	Trustee Bryson _____
Trustee Addonizio _____	Trustee Hatton _____
Trustee Alpay _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Pritchard _____

3. **MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, NEGOTIATED LANGUAGE REGARDING IMPACT OF LAYOFF:** DISCUSSION/
 ACTION
 Page 5
 EXHIBIT 3

On April 12, 2012, the District received a letter from CSEA President, Ronda Walen requesting to bargain the effects of the impending classified layoff. Following the adoption of the classified layoff resolution at the April 25, 2012, Board meeting, both parties commenced discussions surrounding each of the individual items contained in the letter. On Thursday, May 3, 2012, both parties came to agreement on a memorandum of understanding (MOU). The intent and purpose of the MOU is to provide clarity to management and employees surrounding factual information, modify the existing personal necessity language for the remainder of the year, and outline the collaborative process to address workload concerns. There is no financial impact to the District with the MOU.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jeff Bristow, Executive Director, Risk Management and Compliance

Staff Recommendation:

It is recommended the Board President recognize Jeff Bristow, Executive Director, Risk Management and Compliance, to present this item.

Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding between Capistrano Unified School District and the California School Employees Association, Chapter 224 regarding the impact of layoff.

Motion by _____	Seconded by _____
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4. RESOLUTION NO. 1112-43, RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION SPECIFICATIONS OF THE ELECTION ORDER:

Consolidation of the Trustee election with the federal, state, and municipal elections to be held November 6, 2012, through adoption of Resolution No. 1112-43, Resolution and Order of Biennial Trustee Election Specifications of the Election Order pertaining to the election of Trustees to serve in Trustee Area 1 (Jack Brick), Trustee Area 2 (Sue Palazzo), Trustee Area 3 (John Alpay), and Trustee Area 5 (Gary Pritchard). The financial impact for the election expenses will be included in the 2012-2013 budget.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1112-43, Resolution and Order of Biennial Trustee Election and Specifications of the Election Order.

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

5. FIRST READING – REVISION OF BOARD BYLAW 9920, BOARD OF TRUSTEES ELECTIONS:

Board Bylaw 9920, *Board of Trustees Elections*, is being revised due to the recent redistricting of Trustee areas. Proposed additions to the Board policy are underlined; deletions are struck through.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Joseph M. Farley, Superintendent

Staff Recommendation:

It is recommended the Board President recognize Joseph M. Farley, Superintendent, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

6. DIVISION OF STATE ARCHITECT UPDATE:

Update of progress of the Division of State Architect (DSA) Construction and Project listing. There is no financial impact 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. There is no change from the information provided to the Board of Trustees at its April 25, 2012, meeting.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

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

Staff Recommendation:

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, to provide the DSA update and answer any questions the Board of Trustees may have. This is an information item only and no Board action is necessary.

DISCUSSION/
ACTION

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EXHIBIT 4

INFORMATION/
DISCUSSION

Page 15

EXHIBIT 5

INFORMATION/
DISCUSSION

Page 21

EXHIBIT 6

CONSENT CALENDAR

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

GENERAL FUNCTIONS

7. SCHOOL BOARD MINUTES:

Approval of the minutes of the April 25, 2012, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 7

CURRICULUM & INSTRUCTION

8. EXPULSION READMISSIONS:

Approval to readmit students from expulsion. Due to the confidential nature of the student expulsion readmission, the supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$1,424,843.54; the commercial warrants total \$6,276,558.59. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 9

10. RESOLUTION NO. 1112-44, SIGNATURE AUTHORIZATION:

Approval of Resolution No. 1112-44 to establish updated signature authorizations. The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, timesheets, vendor orders for payment, and warrant registers. This resolution authorizes Joseph M. Farley, Superintendent; Clark D. Hampton, Deputy Superintendent, Business and Support Services; Jodee E. Brentlinger, Assistant Superintendent, Personnel Services; David W. Carter, Executive Director I, Fiscal Services; Cynthia L. Brown, Manager, Fiscal Accounting; and Matthew L. Krause, Manager, Payroll, as the District administrators authorized to sign these documents. The resolution also states that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and David W. Carter and only one signature or signature stamp shall be required by the Board of Trustees for processing these documents. There are no financial implications related to adoption of this resolution.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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EXHIBIT 10

11. RESOLUTION NO. 1112-45, DEPOSIT AND REIMBURSEMENT AGREEMENT WITH RMV COMMUNITY DEVELOPMENT, LLC:

Page 65
EXHIBIT 11

Approval of Resolution No. 1112-45 authorizing the execution of the deposit and reimbursement agreement with RMV Community Development, LLC (RMV). RMV owns certain property within the District. RMV has obtained approvals and entitlements from the County of Orange for the development of the Ranch Mission Viejo property. The District and RMV desire to enter into a Mitigation and Financing Agreement, which will provide the method by which interim and permanent K-12 school facilities will be provided to serve students resulting from development of the property. At this time, RMV has agreed to an initial advance of funds in the amount of \$30,000 for the costs the District will incur to prepare the proposed Mitigation Agreement. Additional funds, if needed, will be provided. There will be no impact on the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

12. CONSULTANT AGREEMENT – FOR MATTERS RELATED TO FORMER REDEVELOPMENT AGENCIES, PUBLIC ECONOMICS, INCORPORATED:

Page 73
EXHIBIT 12

Approval of a Consultant Agreement with Public Economics, Incorporated to provide updated revenue projections for the District from the former Redevelopment Agencies in San Clemente, San Juan Capistrano, and Mission Viejo. The District has a need to update the projected future revenue from the three former redevelopment areas to ensure that sufficient funding will be available to meet 2002 COP obligations through 2026 and to determine the funding available for other facility needs. The most recent projections completed in 2007 are no longer accurate due to the economic downturn and due to the recent dissolution of redevelopment agencies. The contractor will provide services at the rates indicated in the agreement, paid from Fund 40, Special Reserve for Capital Outlay Projects. Expenditures are limited to \$15,000.

CUSD Strategic Plan Pillar 5: Effective Operations

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

13. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education settlement agreements #2011110330, #2012020259, and #2012020425. Due to the confidential nature of the agreements, supporting information is provided to the Trustees under separate cover.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

14. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution agreement case #45612. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

15. ADVERTISE RFP NO. 2-1213 – E-RATE CONSULTANT:

Page 83
EXHIBIT 15

Approval to advertise for proposals for an E-Rate consultant. The current contract for E-rate consultant services expires June 30, 2012. This request for proposal will provide a competitive process to solicit a consultant that will best meet the District's needs. Estimated annual expenditures utilizing this contract are \$20,000, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

- 16. ADVERTISE RFP NO. 3-1213 – MASS NOTIFICATION SYSTEM:**
Approval to advertise for proposals for a mass notification system. The District currently has a notification system in place that is utilized for community outreach, emergency, and attendance notifications throughout the District. The contract expires September 28, 2012. This request for proposal will provide a competitive process to solicit the most current and effective system available for Districtwide use. Estimated annual expenditures utilizing this contract are \$108,000, funded by the School and Library Improvement Block Grant.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 17. ADVERTISE BID NO. 1213-03 – PAPER AND PLASTIC PRODUCTS FOR FOOD & NUTRITION SERVICES:**
Approval to advertise for bids for paper and plastic products for Food & Nutrition Services. This bid will provide a competitive process and set pricing for paper and plastic products. Estimated annual expenditures utilizing this contract are \$208,000, funded by Food & Nutrition Services.

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

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 18. EXTENSION OF BID NO. 1011-13 SNACK AND BEVERAGE PRODUCTS – A&R WHOLESALE DISTRIBUTORS, INCORPORATED:**
Approval of extension of Bid No. 1011-13 for snack and beverage products to be provided by A&R Wholesale Distributors, Incorporated. The contract contains a provision wherein the vendors are required to lock in the pricing for three years subject to a limit on annual increases of no more than the Consumer Price Index (CPI). Staff requested vendors to reduce their pricing at each contract renewal. The pricing in the attached renewal exhibit are either reduced or are limited to the CPI increase. A & R responded and out of the 51 items they provide, they have discontinued 5 items, held pricing on 15 items, and increased costs on 31 items. The price increases are due to an increase in the price of raw commodities and higher fuel costs. Annual expenditures under this contract are limited to \$500,000, funded by Food and Nutrition Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 19. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT NO. I1112002 – ALL GREEN ELECTRONICS RECYCLING, LLC:**
Approval of Extension of Independent Contractor Agreement No. I1112002 for data destruction, recycling of electronics, and collection of equipment and materials to be provided by All Green Electronics Recycling. The vendor has agreed to maintain the same pricing structure negotiated last year. This contract generated approximately \$8,000 of income deposited into the technology-replacement account.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 20. EXTENSION RFQ NO. 7-1011 – STUDENT ASSESSMENT AND DATA ANALYSIS SYSTEM, SOFTWARE LICENSE AND SUPPORT AGREEMENT – ILLUMINATE EDUCATION, INCORPORATED:**
Approval of Extension of Software License and Support Agreement with Illuminate Education, Incorporated to provide a software system and support for data and assessment management. The vendor has agreed to maintain the same pricing structure negotiated through the RFQ process last year. Annual expenditures under this contract are limited to \$200,000, funded by Microsoft Voucher funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

21. **EXTENSION OF BID NO. 1011-02 ELECTRICAL SERVICES – GILBERT & STEARNS, INCORPORATED:** Page 191
EXHIBIT 21
 Approval of extension of Bid No. 1011-02 for electrical services to be provided by Gilbert & Stearns, Incorporated. The vendor has agreed to maintain the same pricing structure negotiated last year. Funding for these expenditures will depend upon the types of services rendered which may include, but are not limited to, routine restricted maintenance, deferred maintenance, and developer fees. Annual expenditures under this contract are limited to \$75,000.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **EXTENSION OF BID NO. 1112-05 ELECTRICAL SUPPLIES AND MATERIALS – CONSOLIDATED ELECTRIC DISTRIBUTORS, INCORPORATED:** Page 209
EXHIBIT 22
 Approval of extension of Bid No. 1112-05 for electrical supplies and materials to be provided by Consolidated Electric Distributors, Incorporated. The vendor has agreed to maintain the same pricing structure negotiated last year. Funding for these expenditures will depend upon the types of services rendered which may include, but are not limited to, routine restricted maintenance, deferred maintenance, and developer fees. Annual expenditures under this contract are limited to \$100,000.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **EXTENSION OF BID NO. 1112-06 SERVICE TO COLLECT, RECYCLE AND DISPOSE OF SOLID WASTE DISTRICTWIDE – CR&R INCORPORATED:** Page 221
EXHIBIT 23
 Approval of extension of Bid No. 1112-06 for service to collect, recycle, and dispose of solid waste Districtwide to be provided by CR&R, Incorporated. Last year, through the competitive bidding process, the District awarded a new contract for services to CR&R resulting in reduced monthly rates of approximately \$11,000. This reduction will save the District over \$100,000 for the first year. The contract contains a provision wherein the vendor is required to lock in pricing subject to a limit on annual increases of no more than the Consumer Price Index (CPI). Staff requested the vendor to reduce their pricing at each contract renewal; however, CR&R has requested a 3.53 percent increase to current contract pricing. This increase is the same CPI increase that was implemented by OC Waste and Recycling throughout the Orange County landfill system due to increases in labor, and higher fuel and disposal costs. Annual expenditures under this contract are limited to \$200,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
24. **EXTENSION OF BID NO. 1011-14 GROCERY PRODUCTS – A&R WHOLESALE DISTRIBUTORS, INCORPORATED; GOLD STAR FOODS; SYSCO FOODS, INCORPORATED; CAMPUS FOODS, INCORPORATED:** Page 231
EXHIBIT 24
 Approval of extension of Bid No. 1011-14 for grocery products to be provided by A&R Wholesale Distributors, Gold Star Foods, Sysco Foods, and Campus Foods. The bid was awarded to the vendor offering the lowest price for each item. The contract contains a provision wherein the vendors are required to lock in the pricing for three years subject to a limit on annual increases of no more than the Consumer Price Index (CPI). Staff requested vendors to reduce their pricing at contract renewal. The prices in the attached renewal exhibit are either reduced or are limited to the CPI increase. This extension provides 81 different grocery products for purchase by Food & Nutrition Services. The Pricing Summary and Proposed Pricing are included in the exhibit. Supporting documentation is on file related to the manufacturer's price increases. Annual expenditures under these contracts are limited to \$135,000, funded by Food and Nutrition Services.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

25. SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT BID NO. 9.10 FLOORING MATERIAL DISTRICTWIDE – COLLINS & AIKMAN FLOORCOVERING, INCORPORATED C & A/TANDUS:

Approval to utilize Santa Monica-Malibu Unified School District Bid No. 9.10 for the purchase of flooring material from Collins & Aikman Floorcovering, Incorporated C & A/Tandus as needed, under the same terms and conditions of the public agency’s contract. This contract provides competitive set pricing for flooring materials, as needed, throughout the District. Anticipated annual expenditures utilizing this contract are approximately \$100,000. Funding for these expenditures will depend upon the types of services rendered, which may include, but are not limited, to routine restricted maintenance and deferred maintenance. School boards have the authority to “piggyback” on another public agency’s bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the district’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

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

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

26. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 319
EXHIBIT 26

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

27. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 323
EXHIBIT 27

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Student Advisor Ryan Pallas _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, MAY 23, 2012, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-46

CALIFORNIA DAY OF THE TEACHER

WHEREAS, the Capistrano Unified School District Board of Trustees recognizes the valuable and immeasurable contributions of its certificated staff in meeting the educational needs of more than 50,000 students of the District; and

WHEREAS, the Capistrano Unified School District Board of Trustees also recognizes the dedication and commitment of the certificated staff to the ongoing educational program; and

WHEREAS, the Capistrano Unified School District Board of Trustees believes that recognition of the aforementioned dedication and commitment is important; and

WHEREAS, it has been the privilege of the Capistrano Unified School District to employ the best teachers in the State of California; and

WHEREAS, the quality education is provided by Capistrano Unified School District teachers is fundamental to the progress and prosperity that is essential to Orange County and the State of California;

NOW THEREFORE BE IT RESOLVED that Capistrano Unified School District Board of Trustees hereby recognizes May 8, 2012, as California Day of the Teacher and commends the certificated staff of the District for its outstanding contributions to student success and achievement.

PASSED AND ADOPTED this 14th day of May, 2012, by Capistrano Unified School District Board of Trustees of Orange County, California.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-47

CLASSIFIED SCHOOL EMPLOYEES WEEK

WHEREAS, the Capistrano Unified School District Board of Trustees recognizes classified school employees provide valuable services to the 57 schools and more than 50,000 students of the District; and

WHEREAS, the Capistrano Unified School District Board of Trustees also recognizes classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, the Capistrano Unified School District Board of Trustees believes classified school employees play a vital role in providing for the welfare and safety of the District's students; and

WHEREAS, the Capistrano Unified School District Board of Trustees also believes classified school employees employed by the District strive for excellence in all areas relative to the educational community; and

WHEREAS, the Capistrano Unified School District Board of Trustees recognizes classified employees provide knowledge, skills, and expertise that are relied upon throughout the District;

NOW THEREFORE BE IT RESOLVED that the Capistrano Unified School District Board of Trustees hereby recognizes and wishes to honor the contributions of classified school employees to quality education in the State of California and declares the week of May 20 – 26, 2012, as Classified School Employees Week.

PASSED AND ADOPTED this 14th day of May, 2012, by the Board of Trustees of Capistrano Unified School District of Orange County, California.

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

**California School Employees Association
Capistrano Chapter 224**



23431 Knollwood, Aliso Viejo, CA 92656
949-425-1533

April 12, 2012

Jodee Brentlinger
Assistant Superintendent Personnel Services
33122 Valle Road
San Juan Capistrano, CA 92675

RE: REQUEST TO BARGAIN EFFECTS OF LAYOFF

Dear Jodee:

This communication is in response to Capistrano Unified School District's plan to layoff classified employees to save \$3.5 million for fiscal year 2012-2013. This plan was communicated to the Board of Trustees on March 12, 2012, to the CSEA Negotiating Team on Wednesday, March 21, 2012 and to the CSEA Executive Board at a meeting on March 27, 2012 with an item going to the Board of Trustees for approval on April 25, 2012.

California School Employees Association (CSEA) Capistrano Chapter 224 respectfully demands to bargain over the effects of layoff and has an interest in discussing the following items:

- Severance pay for laid off classified employees.
- Maintenance of health and welfare benefits.
- Use of paid leave for the express purpose of seeking other employment.
- Work currently performed by members subject to layoff be permanently eliminated and not be transferred to other classified unit members, increasing their workload.
- Bumping and displacement of current bargaining unit members by managers affected by layoff.

We request to begin these discussions at our scheduled negotiations on April 26, 2012.

Respectfully,

A handwritten signature in cursive script that reads "Ronda Walen".

Ronda Walen
President
CSEA Capistrano Chapter 224

c: Nathan Banditelli, Labor Relations Representative

Memorandum of Understanding
Between the
Capistrano Unified School District
and
California Schools Employee Association, Chapter 224

May 3, 2012

NEGOTIATED LANGUAGE REGARDING IMPACT OF LAYOFF

1. Both parties are committed to ensuring employees impacted by the 2012-2013 layoff, Resolution No. 1112-39, receive specific information. All affected employees will be invited to attend an informational meeting tentatively scheduled for Monday, June 18 at 4:30 pm in the Board room at the District office. Information will include reviewing the rights of affected employees as defined in Article 16 of the collective bargaining agreement. In addition, resources to assist employees regarding impacts to insurance benefits, unemployment, and retirement (PERS/PARS) will also be available. Additional meetings may be scheduled.
2. The intent of the following provision is to support employees subject to layoff in pursuing alternate employment. The parties recognize that this will require supervisor flexibility. The parties agree to modify Article 8.7 Personal Necessity leave in the following ways:
 - To create a temporary provision for the use of personal necessity leave – PN may be requested with a minimum of 24 hour notice (Article 8.7.3).
 - This provision will expire at the end of the employee's current work year.
3. The parties to this agreement recognize that the reduction in the work force due to this layoff will necessitate modification to operations of the District that are necessary to meet District obligations. Accordingly, the parties have established a collaborative process to address workload during these challenging times of cutbacks and reductions. This process will require the parties to identify job duties and functions that are essential in order to determine tasks and services that will remain, be redistributed and /or eliminated. In addition, the parties recognize that the work of laid off employees will not be given to existing employees and compensated through Overtime, Compensation Time, and/or Temporary Additional Assignments. Also, work will not be transferred to volunteers.
4. The parties are committed to negotiating a successor agreement. These negotiations will consider whether there will be severance support included, and how such will be funded.
5. All health and welfare benefited employees who work through the end of their employment calendar year will continue to receive benefits through September 30, 2012.

Ronda Walen, CSEA Chapter President

Jodee Brentlinger, Assistant Superintendent
Personnel Services

Date

Date

Nathan Banditelli, CSEA Labor Representative

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

May 14, 2012

RESOLUTION NO. 1112-43

Excerpt from the Journal of the Board of Trustees/Education of the Capistrano Unified School District/Community College District of Orange County, State of California, for a Board meeting held on the 14th day of May, 2012, at 7:00 p.m. at which the following members were:

Present: Trustees Ellen Addonizio, John Alpay, Jack Brick, Anna Bryson, Lynn Hatton, Sue Palazzo, and Gary Pritchard

Absent: None

On motion of Trustee _____, seconded by Trustee _____, a Resolution No. 1112-43 and Order of Election and Specifications of the Election Order was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Certified a correct copy this 14th day of May, 2012.

Clerk, Board of Trustees
Capistrano Unified School District

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of the governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2012, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2012.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code §5340 and 5342.

Dated this 25th day of April, 2012.

Clerk, Board of Trustees
Capistrano Unified School District

DISTRICT BOARD MEMBERS WHOSE TERMS EXPIRE 12/7/2012

(Election Scheduled for November 6, 2012)

Anaheim City SD

Susan Preus
James Vanderbilt

Buena Park SD

L. Carole Jensen
Barbara Michel
Samuel Van Hamblen*

Centralia SD

Dennis Salts
Cristi Woodward

Cypress SD

Donna Erickson
Brian Nakamura

Fountain Valley SD

Christine Allcorn
Ian Collins

Fullerton SD

Hilda Sugarman
Lynn Thornley

Huntington Beach City SD

Bridget Kaub*
Shari Kowalke*
Brian E. Rechsteiner

La Habra SD

Susan M. Hango
Paul S. Rodriguez

Lowell-Joint SD

James A. Najera
Fred W. Schambeck

Magnolia SD

Barbara Clendineng
Nathan Zug

Ocean View SD

Debbie Cotton
Norm Westell

Savanna SD

Christie Brown
John Shook*
Carol Sundman

Westminster SD

Sergio Contreras
Jo-Ann Purcell

Anaheim Union High SD

Katherine H. Smith
Brian O'Neal
VACANCY*

Fullerton Joint Union High SD

William E. Dunton
Barbara Kilponen

Huntington Beach Union High SD

Susan Henry
Michael Simons, D.P.M., M.S.
VACANCY*

Brea Olinda Unified SD

Kevin Hobby
Gail S. Lyons
Rodney Todd

Capistrano Unified SD

John M. Alpay, Trustee Area #3
Jack Brick, Trustee Area #1
Sue Palazzo, Trustee Area #2
Dr. Gary Pritchard, Trustee Area #5

Garden Grove Unified SD

Bao Quoc Nguyen*
Linda Reed
George West, Ed.D.

Irvine Unified SD

Sue Kuwabara
Carolyn McInerney
Michael Parham

*Designates appointed incumbent

Laguna Beach Unified SD

William Landsiedel
Janet S. Vickers

Los Alamitos Unified SD

David Boyer
Meg Cutuli
Karen Russell

Newport-Mesa Unified SD

Dana Black, Trustee Area #6
David L. Brooks, Trustee Area #1
Martha Fluor, Trustee Area #3

Orange Unified SD

Alexia L. Deligianni, Trustee Area #3
John H. Ortega, Trustee Area #2
Mark D. Wayland, Trustee Area #6

Placentia-Yorba Linda Unified SD

Carol Downey
Eric Padget

Saddleback Valley Unified SD

Ginny Fay Aitkens
Don Sedgwick
Susie R. Swartz

Santa Ana Unified SD

Jose Alfredo Hernandez, J.D.
Roman Reyna
Rob Richardson

Tustin Unified SD

Tammie Bullard
James Laird
Francine Scinto

Coast Community CD

Mary L. Hornbuckle, Trustee Area #4
Jerry Patterson, Trustee Area #2
Lorraine Prinsky, Ph.D., Trustee Area #3

North Orange County CCD

Leonard Lahtinen, Trustee Area #1
Michael Matsuda, Trustee Area #3
Molly McClanahan, Trustee Area #4
M. Tony Ontiveros, Trustee Area #1

Rancho Santiago CCD

Arianna Barrios, Trustee Area #3*
David Chapel, Ed.D., Trustee Area #1
Brian E. Conley, Trustee Area #1
Mark McLoughlin, Trustee Area #1

South Orange County CCD

Thomas Fuentes, Trustee Area #6
William O. Jay, Trustee Area #3
David B. Lang, Trustee Area #1
Frank M. Meldau, Trustee Area #7*

CONSOLIDATED GOVERNING BOARD MEMBER ELECTIONS

November 6, 2012

Anaheim City School District
Anaheim Union High School District
North Orange County Community College District

Buena Park School District
Fullerton Joint Union High School District
North Orange County Community College District

Centralia School District
Anaheim Union High School District
North Orange County Community College District

Cypress School District
Anaheim Union High School District
North Orange County Community College District

Fountain Valley School District
Huntington Beach Union High School District
Coast Community College District

Fullerton School District
Fullerton Joint Union High School District
North Orange County Community College District

Huntington Beach City School District
Huntington Beach Union High School District
Coast Community College District

La Habra City School District
Fullerton Joint Union High School District
North Orange County Community College District

Magnolia School District
Anaheim Union High School District
North Orange County Community College District

Ocean View School District
Huntington Beach Union High School District
Coast Community College District

Savanna School District
Anaheim Union High School District
North Orange County Community College District

Westminster School District
Huntington Beach Union High School District
Coast Community College District

Lowell Joint School District
Fullerton Joint Union High School District
North Orange County Community College District

Brea Olinda Unified School District
North Orange County Community College District

Capistrano Unified School District
South Orange County Community College District

Garden Grove Unified School District
Coast Community College District
North Orange County Community College District
Rancho Santiago Community College District

Irvine Unified School District
South Orange County Community College District

Laguna Beach Unified School District
South Orange County Community College District

Los Alamitos Unified School District
North Orange County Community College District

Newport-Mesa Unified School District
Coast Community College District

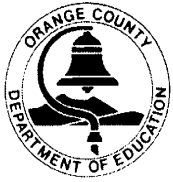
Orange Unified School District
Rancho Santiago Community College District

Placentia-Yorba Linda Unified School District
North Orange County Community College District

Saddleback Valley Unified School District
South Orange County Community College District

Santa Ana Unified School District
Rancho Santiago Community College District

Tustin Unified School District
South Orange County Community College District



**TENTATIVE CALENDAR FOR
BIENNIEL GOVERNING BOARD MEMBER ELECTIONS
November 6, 2012**

June 29, 2012
(E-130 days)

July 6, 2012
(E-123 days)

July 9, 2012
(E-120 days)

**July 16, 2012 to
August 10, 2012**
(E-113-88 days)

**August 11, 2012 to
August 20, 2012**
(E-87-78 days)

August 15, 2012
(E-83 days)

CONSOLIDATION OF ELECTIONS NOTICE:

Last day for County Superintendent of Schools to notify governing boards in writing that a consolidated election is required to be held. Applies when there are two or more school districts of any type in the same area.

Education Code §§ 5323, 5340

SPECIFICATIONS OF ELECTION ORDER:

At least 123 days before the election, the governing board of the district shall, by resolution, serve the County Superintendent of Schools and the Registrar of Voters an order calling the election and specify the date and purpose of the election.

Education Code §§ 5320, 5322

DELIVER NOTICE OF ELECTION REGISTRAR OF VOTERS:

At least 120 days prior to the date of the election, the County Superintendent of Schools shall deliver to the Registrar of Voters copies of the order of election and the formal notice of election.

Education Code §§ 5324, 5325, 5361

NOMINATION PERIOD:

Declaration of Candidacy forms for all school district offices may be obtained from and must be filed with the Registrar of Voters office from July 16, 2012 through August 10, 2012, 5:00p.m.

Elections Code §10510, 10603

CANDIDATE'S STATEMENT OF QUALIFICATIONS:

Each candidate may prepare a candidate's statement on a form provided by the Registrar of Voters. The statement may contain no more than 200 words, unless the governing board of the school district has authorized a 400-word statement. The statement must be filed at the same time that the Declaration of Candidacy is filed. It may be withdrawn, but not changed, during the nomination period and until 5:00 p.m. of the next working day after the close of the nomination period.

The Registrar of Voters will estimate the total cost of printing and handling the Candidates' Statement and will require each candidate filing a statement to pay in advance his/her estimated pro rata share as a condition of having his/her statement included in the voter's pamphlet.

Elections Code §13307

PUBLIC REVIEW PERIOD :

Public review period for Candidates' Statements filed by August 10. Candidates' Statements will be posted on the Registrar of Voters' website (www.OCVote.com)

Elections Code § 13313

FILING EXTENSION:

If an incumbent has not filed a Declaration of Candidacy by 5:00 p.m. on August 10 there is a 5-day extension allowed for any person other than the incumbent to file for such office.

Elections Code §10604

August 15, 2012
(E-83 days)

August 16, 2012 to August 24, 2012
(E-82-74 days)

September 27, 2012 to October 16, 2012
(E-40-21 days)

November 6, 2012
(E-0 days)

December 4, 2012
(E+28 days)

December 7, 2012
(E+31 days)

PETITION TO HOLD ELECTION:
If, immediately following the last time for filing a Declaration of Candidacy, only one person has been nominated for each position of governing board member or no person has been nominated for any such position, and a petition (signed by 10% or 50 of the district voters, whichever is the smaller number) requesting that a school district election be held for such offices has not been presented to the Registrar of Voters, an appointment will be made as prescribed in Education Code §§ 5326, 5328. Elections Code §10516

PUBLIC REVIEW PERIOD(EXTENDED FILING PERIOD):
Public review period for Candidates' Statements filed between August 10 and August 15 (Extended Filing Period). Candidates' Statements will be posted on the Registrar of Voters' website (www.OCVote.com). Elections Code §§13313

SAMPLE BALLOT MAILING:
Between these dates, county sample ballot pamphlets will be mailed by the Registrar of Voters. Elections Code §§ 9094,13303

ELECTION DAY:
The polls will be open from 7:00 a.m. until 8:00 p.m. Elections Code §§ 1000, 14212

CANVASS OF RETURNS:
Beginning at 8:00 p.m. and continuously until completed, the Registrar of Voters will conduct the semi-final official canvass of votes and report totals to the Secretary of State. Elections Code §§15150, 15151

COMPLETE CANVASS OF RETURNS AND CERTIFY RESULTS:
No later than this date, the county elections official must complete the canvass, certify its results, and submit it to the Board of Supervisors. Elections Code §15372

DATE OF TAKING OFFICE:
Elected School Board Members take office on the first Friday in December after the General Election. Education Code §5017

14 If a date falls on a Sunday or holiday, use the next business day.

GOVERNING BOARD OF TRUSTEES ELECTIONS

It is important that the candidate be sincerely and honestly interested in serving the whole District for the best interests of all children. The Board of Trustees considers it important its members be nonpartisan in dealing with school matters. The Board shall not subordinate the education of our children and youth to any partisan principle, group interest, or personal ambition.

Any person is eligible to be a Board member, without further qualifications, if he/she is 18 years of age or older, a citizen of the state, a resident of the school District, a registered voter, and not legally disqualified from holding civil office. (Education Code 35107)

A District employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

Board of Trustees election procedures shall be conducted in accordance with the California Education Code and Elections Code.

Elections shall be held in even-numbered years on the first Tuesday after the first Monday in November.

The candidate must actually be a registered voter in the District at the time of his/her candidacy and shall be a resident of the tTrustee area he/she chooses to represent. The tTrustee areas are as follows:

- 1. Trustee Area I ~~Southern and central portions of San Juan Capistrano (south and east of Del Obispo Street and San Juan Creek Road); southern portion of Dana Point (south of Selva Road); and the northwest portion of San Clemente (including the Shorecliffs community and a portion of the Forster Ranch community).~~

Beginning at the southeast edge of Census Block 060590421081000 at the San Clemente Pier, then proceeding in along the edge of that Census Block and the inland extension of the Pier to Avenida Victoria, then following Avenida Victoria northwesterly, then northeasterly as it becomes Avenida Del Mar, and proceeding northeasterly along Avenida Del Mar to North El Camino Real, and proceeding northwesterly along North El Camino Real to Calle Cabrillo, and proceeding northeasterly along Calle Cabrillo to Ave De La Estrella, and proceeding northwesterly along Ave De La Estrella to East Ave Palizada, and proceeding northeasterly along East Avenida Palizada to Interstate 5, and proceeding northwesterly along Interstate 5 to Avenida Vaquero, and proceeding northeasterly and northwesterly along Avenida Vaquero to the intersection of Avenida Vaquero and Camino De Los Mares, and proceeding northerly along Camino De Los Mares to the hillside on the northeastern border of Census Block 060590422052000, and proceeding northwesterly along that Census Block border to the San Juan Capistrano - San Clemente city border, and proceeding northerly along the San Juan Capistrano city border to the intersection of the hilltop dirt road and Camino Las Ramblas, and proceeding westerly along unmarked hilltop roads forming the northern border of Census Blocks 060590422031020 and 060590422035004 to the intersection of Forster Canyon Road and La Novia Avenue, and proceeding northerly along

GOVERNING BOARD ELECTIONS (continued)

Forster Canyon Road to San Juan Creek Road, and proceeding westerly along San Juan Creek Road to Interstate 5, and proceeding northeasterly along Interstate 5 to the San Juan River, and following the river northeasterly approximately 2,255 feet to the unnamed stream forming the southwest border of Census Block 060590423122035, and proceeding northwesterly along this stream to the Ortega Highway off-ramp from Interstate 5, and proceeding northerly along the off-ramp to the Ortega Highway (State Route-74), and proceeding westerly along State Route-74 to Del Obispo Street, and proceeding southerly and westerly along Del Obispo Street to Alipaz Street, and proceeding southerly along Alipaz Street to Via Madrigal, and proceeding southerly along Via Madrigal to Camino Del Avion, and proceeding westerly along Camino Del Avion to the Dana Point - Laguna Niguel city border, and proceeding westerly along the city border to Golden Lantern Street, and proceeding southerly along Stonehill Drive, and proceeding westerly along Stonehill Drive to Niguel Road, and proceeding southwestwesterly along Niguel Road to State Route-1, and proceeding northerly along State Route-1 to the District border, and proceeding southerly along the District border to the point of beginning.

2. Trustee Area II ~~Northeast portion of San Juan Capistrano (north of San Juan Creek Road and east of the I-5 Freeway); unincorporated County territory east of San Juan Capistrano and Mission Viejo; the communities of Ladera Ranch and Las Flores; and a portion of Mission Viejo (east of Marguerite Parkway and south of Jeronimo Road).~~

Beginning at the intersection of Flagpole Hill and Camino Las Ramblas, and proceeding westerly along unmarked roads for 7,000 feet to the intersection of Forster Canyon Road and La Novia Avenue, and proceeding northerly along Forster Canyon Road to San Juan Creek Road, and proceeding westerly along San Juan Creek Road to Interstate 5, and proceeding northeasterly along Interstate 5 to San Juan Creek, and following the creek northeasterly to the northern border of the City of San Juan Capistrano, and proceeding northwesterly along the border of the City of San Juan Capistrano to the Mission Viejo - San Juan Capistrano city border, and proceeding northerly along the Mission Viejo city border to the Mission Viejo - Rancho Santa Margarita city border, and proceeding northeasterly and southerly along the Rancho Santa Margarita city border to Oso Parkway, and proceeding easterly along Oso Parkway to Tesoro Creek Road, and proceeding southerly along Tesoro Creek Road to the entrance to the Tesoro High School parking lot at the northern border of Census Block 060590320565010, and proceeding southwestwesterly and easterly along the western borders of Census Blocks 060590320565010 and 060590320565009 around the western side of Tesoro High School, and proceeding southerly along the Canada Chiquita Channel to the southern border of Census Block 060590320565017 as it curves along the through the unpopulated hills to Burma Road, and proceeding easterly along Burma Road to the western border of the General Thomas F Riley Wilderness Park, and proceeding northerly along the western border of the General Thomas F Riley Wilderness Park to Westridge Trail, and proceeding northeasterly along Westridge Trail to the Rancho Santa Margarita city border, and proceeding northerly, northeasterly, southeasterly, and northerly along the Rancho Santa Margarita city border to the District border, and proceeding along the District border southeasterly to the intersection of the District border and the southern border of Census Block 060590320233076 1,660 feet north of Talega Road, and proceeding westerly 2.7 miles along the southern borders of Census Blocks 060590320233076, 060590320233075, and 060590320233074, and proceeding northerly 2,528 feet along the western border of Census Block 060590320233074, and proceeding westerly along the southern borders of Census

GOVERNING BOARD ELECTIONS (continued)

Blocks 060590320233074, 060590320233073, 060590320233019, 060590320233020, and 060590320233021 to Cristianitos Road and the Donna O'Neill Land Conservancy, and proceeding northwesterly, northerly, northwesterly, southwesterly, and southerly along the border of the Donna O'Neill Land Conservancy to the San Clemente city border, and proceeding westerly and southwesterly along the San Clemente city border to the point of beginning.

3. Trustee Area III ~~Southern, central and a portions of San Clemente including the communities of Talega and Marblehead, and a portion of the Forster Ranch community.~~

Beginning at the southeast edge of Census Block 060590421081000 at the San Clemente Pier, then proceeding in along the edge of that Census Block and the inland extension of the Pier to Avenida Victoria, then following Avenida Victoria northwesterly, then northeasterly as it becomes Avenida Del Mar, and proceeding northeasterly along Avenida Del Mar to North El Camino Real, and proceeding northwesterly along North El Camino Real to Calle Cabrillo, and proceeding northeasterly along Calle Cabrillo to Avenida De La Estrella, and proceeding northwesterly along Avenida De La Estrella to East Avenida Palizada, and proceeding northeasterly along East Avenida Palizada to Interstate 5, and proceeding northwesterly along Interstate 5 to Avenida Vaquero, and proceeding northeasterly and northwesterly along Avenida Vaquero to the intersection of Avenida Vaquero and Camino De Los Mares, and proceeding northerly along Camino De Los Mares to the hillside on the northeastern border of Census Block 060590422052000, and proceeding northwesterly along that Census Block border to the San Juan Capistrano - San Clemente city border, and proceeding northerly and easterly along the San Juan Capistrano city border to the Donna O'Neill Land Conservancy, and proceeding northerly, northeasterly and southeasterly along the northern border of the Conservancy to Cristianitos Road, and proceeding easterly, southerly, and easterly along the southern border of Census Blocks 060590320233021, 060590320233020, 060590320233019, and 060590320233073, the western border of Census Block 060590320233074, and the southern border of Census Blocks 060590320233074, 060590320233075, and 060590320233076 to the District border, and proceeding southerly, southwesterly, southerly, and northwesterly along the District border to the point of beginning.

4. Trustee Area IV ~~Northern portion of Dana Point (north of Selva Road); southern portion of Laguna Niguel, and the northwest portion of San Juan Capistrano west of Camino Capistrano and Del Obispo Street).~~

Beginning at the intersection of the District border and State Route 1 and proceeding southerly along State Route-1 to Niguel Road, and proceeding northeasterly along Niguel Road to Stonehill Drive, and proceeding southeasterly and easterly along Stonehill Drive to Golden Lantern Street, and proceeding northerly along Golden Lantern Street to Camino Del Avion, and proceeding easterly along Camino Del Avion to the Laguna Niguel - San Juan Capistrano city border, and proceeding northerly along the Laguna Niguel city border to Camino Las Padres, and proceeding westerly along Camino Los Padres to Golden Lantern Street, and proceeding northerly along Golden Lantern Street to Adelanto Drive, and proceeding westerly along Adelanto Drive to Crown Valley Parkway, and proceeding southwesterly along Crown Valley Parkway to La Paz Road, and proceeding northwesterly along La Paz Road to Aliso Creek Road, and proceeding westerly along Aliso Creek Road to the Aliso Viejo-Laguna Niguel city border, and proceeding southerly, southwesterly,

GOVERNING BOARD ELECTIONS (continued)

westerly, and southerly along the Laguna Niguel city border to the intersection of the Laguna Niguel city border and the southern border of Census Block 060590423251002, and proceeding westerly and northerly along the southern and western borders of Census Blocks 060590423251002, including Aliso Creek as the western border of the Census Block, and proceeding northerly along Aliso Creek 642 feet, and proceeding southwesterly along the southern borders of Census Blocks 060590626322009 and 060590626322006 to the District border, and proceeding southerly along the District border to the beginning point.

5. Trustee Area V ~~The City of Aliso Viejo and northern portion of Laguna Niguel (west of Crown Valley Parkway and La Paz Road).~~

Beginning at the intersection of La Paz Road and Yosemite Road, and proceeding northwesterly along La Paz Road to Aliso Creek Road, and proceeding westerly along Aliso Creek Road to the Aliso Viejo - Laguna Niguel city border, and proceeding southerly, southwesterly, westerly, and southerly along the Laguna Niguel city border to the intersection of the Laguna Niguel city border and the southern border of Census Block 060590423251002, and proceeding westerly and northerly along the southern and western borders of Census Blocks 060590423251002, including Aliso Creek as the western border of the Census Block,, and proceeding northerly along Aliso Creek 642 feet, and proceeding southwesterly along the southern borders of Census Blocks 060590626322009 and 060590626322006 to the District border, and proceeding northerly, easterly, southerly, easterly, and southeasterly along the District border to Moulton Parkway, and proceeding southwesterly along Moulton Parkway to Aliso Creek Road, and proceeding southwesterly along Aliso Creek Road to Yosemite Road, and proceeding easterly and southwesterly along Yosemite Road to the point of beginning.

6. Trustee Area VI ~~Northern portion of Laguna Niguel (east of Crown Valley Parkway and La Paz Road); the northwest portion of San Juan Capistrano (between Camino Capistrano and the I-5 Freeway); and the western portion of Mission Viejo (west of Marguerite Parkway and the City limits).~~

Beginning at the intersection of the District border and Moulton Parkway on the northern border of Laguna Niguel, and proceeding southwesterly along Moulton Parkway to Aliso Creek Road, and proceeding southwesterly along Aliso Creek Road to Yosemite Road, and proceeding easterly and southwesterly along Yosemite Road to La Paz Road, and proceeding southeasterly along La Paz Road to Crown Valley Parkway, and proceeding northeasterly along Crown Valley Parkway to Adelanto Drive, and proceeding easterly along Adelanto Drive to Golden Lantern Street, and proceeding southerly along Golden Lantern Street to Camino Los Padres, and proceeding easterly along Camino Los Padres to the San Juan Capistrano-Laguna Niguel city border, and proceeding southeasterly along the city border to Camino Del Avion, and proceeding easterly along Camino Del Avion to Alipaz Street, and proceeding northerly and northeasterly along Alipaz Street to Del Obispo Street, and proceeding easterly and northerly along Del Obispo Street to State Route- 74, and proceeding easterly along State Route-74 to the Ortega Highway off ramp of Interstate 5, and proceeding southerly along the off ramp to the former location of an unnamed stream that is now the northwesterly extension of the parcel border between 27136 Paseo Espada on the northeast side and 27129 Calle Arroyo on the southeast side that forms the northeast border of Census Block 060590423122040, and proceeding southeasterly along the parcel border and unnamed stream to the San Juan River, and proceeding northeasterly along the San Juan River to the

GOVERNING BOARD ELECTIONS (continued)

San Juan Capistrano city border, and proceeding northwesterly along the city border to the San Juan Capistrano - Mission Viejo city border, and proceeding northerly along the Mission Viejo city border to the easterly extension of Camden, and proceeding northwesterly along the extension of Camden and Camden to Felipe Road, and proceeding southwesterly along Felipe Road to Marguerite Parkway, and proceeding northerly along Marguerite Parkway to the District border, and proceeding southwesterly, southerly, southwesterly, and northwesterly along the District border to the point of beginning.

7. Trustee Area VII ~~CUSD portions of Rancho Santa Margarita, Dove Canyon and Coto de Caza, and a portion of Mission Viejo, north of La Paz Road.~~

Beginning at the City of Mission Viejo's eastern border at the extension of Camden, and proceeding northwesterly along the extension and Camden to Felipe Rd, and proceeding southwesterly along Felipe Road to Marguerite Parkway, and proceeding northerly along Marguerite Parkway to the District border, and proceeding northerly and easterly along the District border most eastern point of the City of Rancho Santa Margarita, and proceeding southerly, northwesterly, southwesterly, and southerly to Westridge Trail, and proceeding southerly along Westridge Trail to the western border of the General Thomas F Riley Wilderness Park, and proceeding southerly along the western border of the General Thomas F Riley Wilderness Park to Burma Road, and proceeding westerly along Burma Road to the southern border of Census Block 060590320443003, and proceeding southerly along the eastern borders of Census Blocks 060590320443003 and 060590320565001 , and proceeding northwesterly along the western borders of Census Blocks 060590320565017, 060590320565009, and 060590320565010 to Tesoro Creek Road, and proceeding northerly along Tesoro Creek Road Census Block 060590320565017 as it curves along the through the unpopulated hills to Canada Chiquita Channel, and proceeding northerly along Canada Chiquita Channel to Tesoro High School, and proceeding westerly and northerly along the western borders of Census Blocks 060590320565010 and 060590320565009 around the western side of Tesoro High School to the high school parking lot entrance on the northern border of Census Block 060590320565010 at Tesoro Creek Rd, and proceeding northerly along Tesoro Creek Road to Oso Parkway and the Rancho Santa Margarita city border, and proceeding westerly, northerly, and southwesterly along the Rancho Santa Margarita city border to the Mission Viejo city border, and proceeding southerly along the Mission Viejo city border to the beginning point.

(cf. 9110 - Terms of Office)

Statement of Qualifications

The Board shall assume no part of the cost of printing, handling, translating, or mailing candidate statements. Candidate statements shall be limited to 200 words, unless the Board authorizes 400.

The Board secretary shall notify the county clerk of this policy on or before the 125th day before each Board member election. (Elections Code 23510.5)

GOVERNING BOARD ELECTIONS (continued)**Tie Votes in Board Member Elections**

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)

~~Legal Reference: (see next page)~~

Legal Reference:

EDUCATION CODE

5000-5033 Election of governing board members, especially:

5012 Declaration of candidacy

5012.5 Extension if incumbent does not file; withdrawal of candidacy

5019 Trustee areas and size of governing boards

5019.5 Trustee areas; adjustment of boundaries

5300-5304 General provisions (conduct of elections)

5320-5329 Order and call of elections

5340-5345 Consolidation of elections

5360-5363 Election notice

5380 Compensation (of election officer)

5390 Qualifications of voters

5420-5426 Cost of elections

5440-5442 Miscellaneous provisions (re returns, recounts, etc.)

35107 Eligibility; school district employees

35177 Campaign expenditures or contributions

ELECTIONS CODE

10012 Candidate's statement

23510.5 Notice of election by secretary

24000 School district governing board election; number of votes; one or more than one member being elected; ballot instructions

24002 Forms; declaration of candidacy and notice to declare candidacy

24003 Sample ballot; notice of polling place and time of election

24004 More than one ballot for separate propositions

GOVERNMENT CODE

85101 Previous or local conflicting limitations

85300-85307 Contribution limitations

Service Employees International Union vs. Fair Political Practices Commission, Ninth Cir. Cal. 1992 WL 18475

Bylaw

adopted: February 27, 1995

revised: June 28, 2004

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING- MAY 14, 2012 (IN BOLD LETTERING)		
PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-104845	Del Obispo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project.
04-104935	Niguel Hills MS Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project.
04-104993	Viejo ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-104860	Crown Valley ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower - Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.
04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.

PROJECT LISTING NUMBER	SITE	STATUS/COMMENTS
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-105495	Barcelona ES Modernization	We are currently working with the architect and DSA inspector to determine what scope of work remains to be completed on the site modernization drawings to close out the project.
04-108716	San Juan Hills HS Phase II – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all COs are approved.
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
APRIL 25, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation; CSEA/CUEA/CUMA/Teamsters negotiations; discuss Student Expulsions; and discuss Public Employee Appointment/Employment.

Closed session recessed at 6:24 p.m.

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

The Pledge of Allegiance was led by Tesoro High School ASB President Kyle Long

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas

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

Permanent Record

Prior to the adoption of the agenda Trustee Palazzo asked staff why agenda item 7 was posted on the website as a public hearing but not listed on the agenda as one. Assistant Superintendent Julie Hatchel responded it was a communication error. Due to the error the item was pulled from the agenda and will be brought back a future Board meeting.

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried by a 7-0 vote to adopt the Board agenda, with the exclusion of agenda item 7.

Adoption of the Board Agenda

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas
NOES: None
ABSENT: None
ABSTAIN: None

President Pritchard reported the following action taken during closed session:

Agenda Item #3 A – CSEA/CUEA/CUMA/Teamsters Negotiations:

No action was taken.

Agenda Item #3 B – Conference with Legal Counsel – Existing Litigation:

Informal Dispute Resolution Case No. 46912

The Board voted 7-0 to approve the settlement agreement in the amount not-to-exceed \$75,000.

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

President's Report From Closed Session Meeting

Agenda Item #3 C1 – Student Expulsion:

The Board voted 7-0 to expel the following students by stipulated agreements: Case #2012-061.

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

Agenda Item #3 C2 through C11 – Student Expulsions:

The Board voted 7-0 to expel the following students with staff recommendations: Case #2012-047, #2012-055, #2012-057, #2012-058, #2012-059, #2012-060, #2012-062, #2012-063, #2012-064, and #2012-065.

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

Agenda Item #3 D – Public Employee Appointment/Employment:

The Board voted 6-1 to approve the appointment of Katie Nunan, Director III, Personnel Services/Insurance and Risk Management.

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

The CARE Foundation represented by President Larney Fowler, and Microsoft representative Stephanie Ramsey presented the Board with an enlarged check in the amount of \$8,000 representing the gift grant for Microsoft software for Marblehead Elementary School.

Special Recognition

Student Body President Kyle Long from Tesoro High School presented a report on activities taking place at the high school.

Student Body Report

Dr. Farley announced that after being accepted by every major university, Student Advisor Ryan Pallas made the decision to attend Harvard next year. Dr. Farley asked Ryan to say a few words. Ryan shared he has attended District schools since kindergarten and the District has prepared him very well for college. Ryan stated he visited Harvard over spring break and knows he made the right decision.

Board and Superintendent Comments

Trustee Hatton read a statement she had written regarding the equally unpleasant choices forced upon the Board by Sacramento and encouraged everyone speaking at the meeting to take their passion and commitment for education and students to their local assembly members and senators who actually make funding decisions.

Trustee Bryson commented she visited Dana Hills High School, San Juan Elementary School, and several other District schools following the earthquake this week. She was very impressed on how well every site was prepared and praised Mike Beekman for this preparation. Trustee Bryson announced the La Pata extension is going through and it was good news for the District. She also shared she spoke in Stockton regarding the District’s process for charter schools. Trustee Bryson stated the Orange County Supervisors took District parcel tax money which added to the financial burden of the District. She encouraged everyone to contact the Orange County Supervisors as well as the legislators in Sacramento regarding education funding.

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

**Oral
Communications**

The following speakers addressed the Board:

- Anna Swartz asked the Board to make tough choices in the best interest of children and consider reduction of salaries for classified and administrators first before class size increases.
- Julie Collier request Trustees put children first and to ask staff to find alternative ways to balance the budget rather than class size increases and furlough days.

DISCUSSION/ACTION

Interim Deputy Superintendent Robyn Phillips introduced Mark Farrell, Managing Director of Piper Jaffray and Company, and stated Mr. Farrell was present to assist her in answering Trustee questions following her presentation. Dr. Phillips stated this item would authorize the District to participate in the California School Cash Reserve Program to issue a TRAN, not-to-exceed \$75 million, to meet cash flow needs for the 2012-2013 fiscal year. The District needs additional cash flow because of timing gaps between receipt of revenues and the expenditure of general fund monies. It is projected the District will experience a cash flow shortfall of approximately \$75 million in December 2012. Without this short-term borrowing, the District would be unable to meet its financial obligations and become fiscally insolvent. Dr. Phillips added all TRAN obligations will be repaid from property tax receipts by April 2013.

**TRAN
Agenda Item 1**

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve Resolution No. 1112-41 authorizing the borrowing of funds for fiscal year 2012-2013 and the issuance and sale of 2012-2013 Tax and Revenue Anticipation Notes and participation in the California School Cash Reserve program and requesting the Board of Supervisors of the County to issue and sell said series of notes.

- AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, Pritchard, and Student Advisor Ryan Pallas
- NOES: None
- ABSENT: None
- ABSTAIN: None

Assistant Superintendent Jodee Brentlinger explained due to the state continuing to fund schools far below what they are entitled and federal stimulus money not continuing beyond this school year the District is forced to cut millions from the budget as it prepares for 2012-2013. Mrs. Brentlinger stated staff recognizes the impact on employees and services for students but the District must consider all options available in an effort to provide maximum flexibility during the budget development process. Preparing for a significant budget shortfall creates the need to consider reducing or eliminating programs and services. Mrs. Brentlinger added since the printing of the item numerous vacancies have been created through natural attrition and there will continue to be vacancies which will ultimately lessen the impact upon the number of employees who will be laid off.

**Classified Layoff
Agenda Item 2**

Due to the number of requests to address the Board on this item, it was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to suspend the time-limit rule and allow all speakers three minutes to address the Board.

The following speakers addressed the Board:

- *Linda Myers, Barbara Luton, Rebecca Paulsen, Marika Howell, Michelle Epph, and Courtney Fielder asked the Board to reconsider the layoff of school librarians especially at the middle school level.*
- *Kim Jensen, Terry Hause, and Ronda Walen stated classified employees support learning and requested Trustees exhaust all other possibilities before laying off classified staff.*

Following discussion, it was moved by Trustee Hatton, seconded by Trustee Bryson, and motion failed by a 3-4 vote to approve Resolution No. 1112-39, Classified Layoff Management and Non-Management Employees, in the designated classifications with the exception of Middle School Library Media Technician 4.975 FTE.

- AYES: Trustees Bryson, Hatton, Pritchard, and Student Advisor Ryan Pallas
- NOES: Trustees Addonizio, Alpay, Brick, and Palazzo
- ABSENT: None
- ABSTAIN: None

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried by a 4-3 vote to approve Resolution No. 1112-39, Classified Layoff Management and Non-Management Employees, in the designated classifications.

- AYES: Trustees Alpay, Brick, Bryson, and Pritchard
- NOES: Trustees Addonizio, Hatton, Palazzo, and Student Advisor Ryan Pallas
- ABSENT: None
- ABSTAIN: None

At 8:52 p.m. it was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve a five-minute break. **Recess**

President Prichard reconvened the meeting at 9:01 p.m.

During the break Student Advisor Ryan Pallas left the meeting.

Assistant Superintendent Jodee Brentlinger explained this resolution provides the Board maximum flexibility as it prepares for next year’s budget. This item is unique this year because it has been bifurcated into respondents and non-respondents. The 282 respondents will be participating in a hearing conducted by the Administrative Law Judge (ALJ) and have a new statutory timeline. The 80 not requesting a hearing are considered non-respondents and fall into the same statutory timeline as the respondents as defined in the Education Code. Mrs. Brentlinger stated this item represents the first step in reducing and eliminating these positions. Following the ALJ hearings, the second portion of this process will be brought back to the Board for approval.

**Reduction and/or Elimination of Certificated Services
Agenda Item 3**

It was moved by Trustee Alpay, seconded by Trustee Brick, and motion carried by a 5-2 vote to approve Resolution No. 1112-42, Reduction or Elimination of Certain Certificated Services.

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

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve the CUEA contract reopener proposal.

**CUEA Contract Reopener Proposal
Agenda Item 4**

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve the CSEA contract reopener proposal.

**CSEA Contract Reopener Proposal
Agenda Item 5**

Assistant Superintendent Julie Hatchel stated this resolution is being presented to amend the original State Preschool Contract with the California Department of Education to reflect a change from 246 days of operation to 181 days of operation for the current 2011-2012 school year due to a reduction in funding. The original contract would have caused the District to have an encroachment into the general fund due to the number of days the District runs preschool verses the number of dollars the District receives in funding to provide services for students.

State Preschool Amended Agreement Agenda Item 6

It was moved by Trustee Bryson, seconded by Trustee Alpay, and motion carried unanimously to approve Resolution 1112-40, Resolution for Acceptance of Contract Amendment.

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

This item was pulled prior to the approval of the agenda and will be brought back a future Board meeting.

K-3 Class Size Penalty Waiver Agenda Item 7

Assistant Superintendent Julie Hatchel stated one of the District's goals is to prepare all students for college. This course was developed by the California State University (CSU) system to align its goals for what students need to know and be able to do relative to entry in the freshman year of the state college system. The CSU Expository Reading and Writing Curriculum pilot course will be implemented in fall of 2012 as a high school senior-level English course and will eliminate all non-college preparatory courses in the senior year. The District intends to offer only A-G certified classes. The year-long course will be the standard required senior English class for all students who do not pass the Early Assessment Program portion of the English Language Arts California Standards Test.

English Reading and Writing Course Pilot Agenda Item 8

Following discussion, it was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the California State University Expository Reading and Writing Curriculum.

Interim Deputy Superintendent Tim Holcomb stated there were no updates to report this month.

Division of State Architect Update Agenda Item 9

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 13, 24, and 31 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

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

Minutes of the March 28, 2012, regular Board meeting and the April 6, 2012, special Board meeting.

Minutes Agenda Item 10

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #1112-017 through #1112-030.

CAHSEE Waiver Agenda Item 11

Readmission of a student from expulsion: Case #2011-089.

Expulsion Readmission

Agreement for the provision of services from July 1, 2012, through June 30, 2014, with the Children and Families Commission of Orange County.	Service Agreement Agenda Item 14
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 15
Donation of funds and equipment.	Donations Agenda Item 16
Ratification of special education Informal Dispute Resolution agreement for IDR case #35112 and #35212.	Informal Dispute Resolution Agreement Agenda Item 17
Approval of funds for California Technology Assistance Project (CTAP) Grant.	CTAP Grant Agenda Item 18
Joint Powers Agreement with the County of Orange Sheriff-Coroner Department to provide supplemental law enforcement services as needed by the District.	Joint Powers Agreement Agenda Item 19
Independent Contractor Agreement with Beyond Technology Education Incorporated to provide teacher professional development training regarding advanced technology integration into the curriculum.	Independent Contractor Agreement Agenda Item 20
Independent Contractor Agreement with Brainfuse, Incorporated to provide online tutoring for California Preparatory Academy.	Independent Contractor Agreement Agenda Item 21
Extension of Agreement No. 11011144 for software support and training services to be provided by D.R. McNatty & Associates, Incorporated.	Extension of Agreement Agenda Item 22
Extension of Agreement No. 11011132 for insurance broker services for excess workers' compensation insurance to be provided by Keenan Associates.	Extension of Agreement Agenda Item 23
Ratification of change order #3 related to the stadium at San Juan Hills High School.	Change Order #3 SJHHS Stadium Agenda Item 25
Ratification of change order #7 related to the theater at Capistrano Valley High School.	Change Order #7 CVHS Theater Agenda Item 26
Ratification of change order #17 related to the construction of the 30-meter pool and support buildings at San Juan Hills High School.	Change Order #17 SJHHS Pool and Support Buildings Agenda Item 27
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 28

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 29**

Acceptance of Williams Settlement Second Quarter Report.

**Williams
Settlement
Agenda Item 30**

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

Trustee Bryson commented she was pleased the District is going to provide additional supplemental information to the textbook. The supplement, *Strengthening Forensic Science in the United States: A Path Forward*, makes sure students in the forensic science class are receiving updated, cutting-edge forensic science information regarding the effectiveness of DNA.

**Instructional
Material Adoption
Agenda Item 13**

It was moved by Trustee Bryson, seconded by Trustee Hatton, and motion carried unanimously to approve the adoption of *Criminalistics: an Introduction to Forensic Science, 10th edition* written by Richard Saferstein and published by Pearson/Prentice Hall ©2011.

Both Trustee Alpay and Trustee Bryson requested this item be pulled. Trustee Bryson wanted to be sure a ten percent discount had been requested from this firm. Interim Deputy Superintendent Tim Holcomb responded this item was being presented for a name change of the corporation only and not for additional or amended services. Trustee Alpay asked why Board approval is necessary for a name change only. Mr. Holcomb stated state law is specific in requiring the Board approve changes to assignments and name changes on District contracts which is unique to public agencies.

**Consultant
Agreement
Amendment
Agenda Item 24**

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the amendment to Consultant Agreement No. C0910107 with Bergman & Dacey Incorporated for general legal services changing the firm name to Bergman Dacey Goldsmith, a Professional Law Corporation.

Trustee Alpay asked staff to explain why the District is contracting with University of Wisconsin. Assistant Superintendent Jodee Brentlinger stated these are California residents who are participating in an online program through the University of Wisconsin. It is a win/win situation helping the District's pupil services department and assisting the nursing students with getting their degrees. Trustee Alpay expressed his concerns regarding background checks and fingerprinting for students coming on site and the District having a contract under Wisconsin law, based on Wisconsin statutes working in a California institution in California, as the requirements consistent with Wisconsin law may differ from California statutes. Trustee Alpay stated the contract needs to be reconciled for interns working in California. Mrs. Brentlinger stated she would work with pupil services and this particular entity to add a California fingerprinting requirement to the contract.

**Intern Nursing
Program
Agenda Item 31**

It was moved by Trustee Alpay, seconded by Trustee Addonizio, and motion carried unanimously to approve continuing the intern agreement with the University of Wisconsin to offer a nursing intern program to a future meeting.

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

President Pritchard announced the meeting adjourned at 9:39 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting....MAY 14, 2012

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

PO No.	Fund	Vendor	Description	Amount
314900	1	YELLOWSTONE BOYS & GIRLS RANCH	Sub MHBC/NPS /Dstrctwd	26,040.00
			Sub RTC /NPS /Dstrctwd	7,462.50
314901	1	SPEECH LANGUAGE PATHOLOGY &	Dues&Mmb/SupvAdmn/Dstrctwd	200.00
314902	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	13,330.00
314903	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	468.00
314904	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	14,013.00
314905	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	750.00
314906	1	HABERMANN, RACHEL	Rest Loc/Undesig /Dstrctwd	840.00
314907	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	2,464.50
314908	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	5,104.54
314909	1	PCI EDUCATIONAL PUBLISHING	SplsNonI/Spch Aud/Dstrctwd	53.82
314910	1	DYNAVOX SYSTEMS INC	Rnt&Repr/SEOthIns/Dstrctwd	481.00
314911	1	NORTHERN SPEECH SERVICES INC	InstMtls/SEOthIns/Dstrctwd	205.32
314912	1	BEYOND PLAY	InstMtls/SEOthIns/Dstrctwd	113.79
314913	1	SUPER DUPER INC.	InstMtls/SEOthIns/Dstrctwd	382.23
314914	1	LAKESHORE LEARNING MATERIALS	InstMtls/SEOthIns/Dstrctwd	251.39
314915	1	ORIENTAL TRADING CO	InstMtls/SEOthIns/Dstrctwd	31.23
314916	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	1,476.18
314917	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	3,839.52
314918	1	HARCOURT OUTLINERS INC	InstMtls/Instrctn/Lobo	112.41
314919	12	WASHINGTON LEARNING SYSTEMS	InstMtls/Instrctn/Dstrctwd	374.00
314920	1	MITCHELL 1	Ppl Tran/PuplTran/Dstrctwd	999.00
314921	1	PRAXAIR	Rntl:Oth/PuplTran/Dstrctwd	700.00
314922	1	SEHI COMPUTER	InstMtls/Instrctn/SJHHS	502.56
314923		VOID	VOID	0.00
314924	1	ORANGE COUNTY ZOO	FieldTrp/Instrctn/GrgWhite	224.00
314925	1	MISSION SAN LUIS REY	FieldTrp/Instrctn/Marblehd	460.00
314926	1	CHOE, MOOHAY	Serv&Op /SupvAdmn/SJHHS	665.22
314927	1	CARD INTEGRATORS	SplsNonI/PuplTran/Dstrctwd	436.39
314928	1	STAPLES ADVANTAGE	InstMtls/Instrctn/AVMS	250.00
			SplsNonI/Sch Adm /AVMS	250.00
314929	1	IMAGE 2000	InstMtls/Instrctn/Don Juan	114.13
314930	1	NONSTOP VOLLEYBALL	InstMtls/CurAthlt/ANHS	650.91
314931	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dstrctwd	94.15
314932	1	BADEN SPORTS INC	InstMtls/Instrctn/LadraElm	431.16
314933	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	150,000.00
314934		VOID	VOID	0.00
314935		VOID	VOID	0.00
314936	1	BORENSON AND ASSOC	InstMtls/RSPInstr/BAMS	199.61
			InstMtls/SDCInstr/BAMS	4.08
314937	1	LIBERTY FLAGS	SplsNonI/PuplTran/Dstrctwd	50.22
314938	1	SEHI COMPUTER	SplsNonI/Sch Adm /Marblehd	341.04
314939	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /Ambuehl	407.30
314940	1	CDWG Inc	InstMtls/Instrctn/CVHS	31.57
314941	1	NASCO WEST	InstMtls/Instrctn/VDMMS	477.74

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting....MAY 14, 2012

PO No.	Fund	Vendor	Description	Amount
314942	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	64.10
314943	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Bergeson	186.19
314944	1	ORANGE COUNTY SCH BOARDS ASSN	CnfrNonI/Board /Dstrctwd	35.00
			CnfrNonI/Supt /Dstrctwd	35.00
314945	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	15,138.47
314946		VOID	VOID	0.00
314947	1	360 PRINT MEDIA	SplsNonI/Purch /Dstrctwd	3,311.16
314948	1	OCEAN INSTITUTE	FieldTrp/Instrctn/OsoGrand	890.00
314949	1	OCEAN INSTITUTE	FieldTrp/Instrctn/OsoGrand	890.00
314950	1	TROXELL COMMUNICATIONS INC	NonCapEq/SupvAdmn/Dstrctwd	720.85
314951	1	WEST-LITE SUPPLY CO INC	InstMtls/Instrctn/DHHS	45.43
314952	1	APPLE COMPUTER INC	NonCapEq/Pup Serv/Dstrctwd	1,514.04
314953	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	1,083.04
314954	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	715.94
314955	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Sch Adm /LFMS	125.00
314956	1	DELL COMPUTER	NonCapEq/Enterprs/SCHS	1,248.49
314957	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	29,674.73
314958	1	DELL COMPUTER	NonCapEq/Instrctn/ArroyoMS	28,513.88
314959	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	1,248.49
314960	11	COMMUNITY EDUCATION	Serv&Op /AE:FEEBS/Dstrctwd	150,000.00
314961		VOID	VOID	0.00
314962	1	READ NATURALLY	InstMtls/RSPInstr/CanViste	269.38
			InstMtls/Instrctn/CanViste	25.00
314963	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	149.32
314964	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Enterprs/NHMS	291.95
314965	1	ISTE	Serv&Op /Instrctn/St Edwr	378.00
314966	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	200.00
314967	1	SPORTS IMPORTS INC	Rnt&Repr/Instrctn/Tesoro	420.22
			Rnt&Repr/Enterprs/Tesoro	420.23
314968	1	BROADHEAD, VALARIE	Serv&Op /Instrctn/SVCS	913.17
314969	1	ISTE	Serv&Op /Instrctn/St Edwr	294.00
314970	1	SHOUP, GARY	Serv&Op /Instrctn/Stnybrke	602.18
314971	1	ISTE	Serv&Op /Instrctn/St Edwr	328.00
314972	1	BAYSCAN	InstMtls/Instrctn/Kinoshta	198.26
314973	1	ISTE	Serv&Op /Instrctn/St Edwr	596.00
314974	1	IMAGE 2000	InstMtls/Instrctn/VDMMS	1,000.00
314975	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	20.19
314976	1	ART MASTERS INC	CnsltIns/Instrctn/Don Juan	320.00
314977	1	STARFALL EDUCATION	Serv&Op /Instrctn/Kinoshta	270.00
314978	1	TIME CLOCK SALES SERVICE	Rntl:Oth/Bus/Fisc/Dstrctwd	236.00
314979	1	MULTIPLE MEASURES LLC	Serv&Op /PuplTest/Dstrctwd	9,600.00
314980	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	10,503.07
314981	1	ALISO NIGUEL AUTO CARE	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
314982	1	COMPLETE COACH WORKS	Ppl Tran/PuplTran/Dstrctwd	13,000.00
314983	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Barcelon	250.00
314984	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/RH Dana	1,435.00
314985	1	OC LIFE GUARDS	Serv&Op /Instrctn/GrgWhite	310.00
314986	1	APPERSON EDUCATION PRODUCTS	InstMtls/Instrctn/CVHS	641.11
314987	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/CVHS	1,441.20
314988	1	CAMCOR INC	InstMtls/Instrctn/RH Dana	148.91

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PO No.	Fund	Vendor	Description	Amount
314989	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	30,000.00
314990	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/OsoGrand	2,176.00
314991	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/OsoGrand	1,995.00
314992	1	US GAMES	InstMtls/Instrctn/OsoGrand	226.54
314993	1	ORANGE COUNTY REGISTER	Serv&Op /Purch /Dstrctwd	1,500.00
314994	1	MONTGOMERY HARDWARE COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	7,942.47
314995	1	HITT MARKING DEVICE	InstMtls/SEOthIns/Dstrctwd	18.96
314996	1	BUD'S DIESEL	Rntl:Oth/PuplTran/Dstrctwd	14,052.11
314997	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	2,387.51
314998	70	TUTTLE CLICK FORD LINCOLN	Serv&Op /Enterprs/Dstrctwd	2,915.33
314999	1	DENAULT'S HARDWARE	SpplsNonI/Sch Adm /ANHS	500.00
315000	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	493.07
315001	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	1,039.13
315002	1	DELL COMPUTER	NonCapEq/Instrctn/Moulton	12,713.55
315003	1	FALCONER, BARBARA	Serv&Op /SupvAdmn/Serra	393.81
315004	1	DICKMANN, PATTI	Serv&Op /Instrctn/St Anne	31.21
315005	1	GABRIEL, LISA	Serv&Op /Instrctn/JSBS	6,146.83
315006	1	MILDREW, JULIE	Serv&Op /Instrctn/St Edwrd	505.42
315007	1	HENJUM, MIKE	Serv&Op /Instrctn/SVCS	2,421.26
315008	1	MILANINO, GRACIELA	Serv&Op /Instrctn/Mission	75.00
315009	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	115.35
315010	1	EVANS, DONALD	Serv&Op /Instrctn/JSBS	205.00
315011	1	MELILLI, DANIELLE	Serv&Op /Instrctn/St Anne	125.76
315012	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/VDMMS	206.72
315013	1	SHELL, JAMIE	Serv&Op /Instrctn/St Anne	1,194.41
315014	1	CREATIONS UNLIMITED	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
315015	1	HUFOR AIR WALL	Rntl:Oth/RR:Bldgs/DHHS	3,720.00
315016	1	JOHNSTONE SUP OF ANAHEIM	SpplsNonI/RR:Bldgs/Dstrctwd	50,000.00
315017	1	HARTMAN, ERIC	Serv&Op /Instrctn/St Anne	125.76
315018	1	CINTAS CORP	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
315019	1	US BANK	SpplsNonI/DW Undst/Dstrctwd	50,000.00
315020	1	CLARK SECURITY PRODUCTS	NonCapEq/Fac Acq /CVHS	3,844.52
315021	1	FOLEY, COLLEEN	Serv&Op /Instrctn/St Anne	125.76
315022	1	LESTER, JENNIFER	Serv&Op /Instrctn/St Anne	36.64
315023	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/SCHS	2,313.90
315024	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,372.98
315025	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,372.98
315026	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,163.97
315027	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,110.12
315028	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,110.12
315029	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,104.07
315030	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	2,141.41
315031	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	369.41
315032		VOID	VOID	0.00
315033		VOID	VOID	0.00
315034	1	KAREN MC DANIELS	Serv&Op /Instrctn/Capo Ch	108.00
315035	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SEOthIns/Dstrctwd	330.87
315036	1	MACMILLAN/MCGRAW-HILL	K-8Textb/Instrctn/Dstrctwd	2,047.68
315037	1	LINGUI SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	24.67

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PO No.	Fund	Vendor	Description	Amount
315038	1	COUNTY OF ORANGE	CnsltNon/PsychSer/Dstrctwd	24,999.00
			SubNonCn/PsychSer/Dstrctwd	475,179.00
315039	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	56.95
315040	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	32.27
315041	1	BEYOND PLAY	SpplsNonI/HlthServ/Dstrctwd	35.32
315042	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	26.93
315043		VOID	VOID	0.00
315044	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	26.50
315045	1	ACHIEVEMENT PRODUCTS	SpplsNonI/HlthServ/Dstrctwd	114.78
315046	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	140.05
315047	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	233.39
315048	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	67.03
315049	1	ORIENTAL TRADING CO	SpplsNonI/HlthServ/Dstrctwd	38.27
315050	1	ATTAINMENT COMPANY	SpplsNonI/SupvAdmn/Dstrctwd	89.74
315051	1	BROOKES PUBLISHING CO, PAUL H	SpplsNonI/Spch Aud/Dstrctwd	68.21
315052	1	CR&R INCORPORATED	Op&Hskpg/Opr:Util/Dstrctwd	23,000.00
315053	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	51.97
315054	1	PEARSON ASSESSMENTS	SpplsNonI/HlthServ/Dstrctwd	568.75
315055	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	289.48
315056	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	457.94
315057	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Bergeson	29.23
315058	1	VISUAL AID SERVICES INC	NonCapEq/SE0thIns/Dstrctwd	2,577.03
315059	1	SIGNS AND CREATIONS UNLIMITED	NonCapEq/Fac Acq /SJHHS	1,504.76
315060	1	ELLISON EDUCATIONAL EQUIPMENT	InstMtls/Instrctn/AVMS	117.45
315061	1	LINGUI SYSTEMS INC	InstMtls/SE0thIns/Dstrctwd	387.68
315062	1	BOONE BRIDGE BOOKS	SpplsNonI/SupvAdmn/Dstrctwd	1,882.04
315063	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	301.48
315064	1	SCHOOL SPECIALTY	SpplsNonI/HlthServ/Dstrctwd	179.72
315065	1	ISTE	Serv&Op /Instrctn/St Edwrd	195.00
315066	1	BEYOND TECHNOLOGY	Serv&Op /Instrctn/Fatima	2,998.00
315067	1	GESELL INSTITUTE OF HUMAN	Serv&Op /Instrctn/St Anne	2,874.00
315068	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	777.87
315069	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	735.99
315070	1	IMAGE 2000	SpplsNonI/Sch Adm /AVMS	500.00
315071	1	WAL MART S.C.	InstMtls/Instrctn/DJAMS	1,000.00
315072	1	SPRINT/NEXTEL COMMUNICATIONS	SpplsNonI/RR:Bldgs/Dstrctwd	255.01
315073	11	GED TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	577.00
315074	1	TEACHERS DISCOVERY	InstMtls/Instrctn/LRMS	159.97
315075	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/CVHS	179.40
315076	1	PERMA-BOUND	Bks&Ref /Instrctn/CVHS	2,440.99
315077	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	142.49
315078	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	770.00
315079	1	US BANK NATIONAL ASSOCIATION	Serv&Op /FacPlann/Dstrctwd	825.00
315080	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/CVHS	242.44
315081	1	SCHOOL SPECIALTY	InstMtls/SE0thIns/Dstrctwd	92.60

174 Purchase Orders \$1,321,007.54

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

PO No.	Fund	Vendor	Description	Amount
5143	98	HORIZONS CONSTRUCTION CO. INTL	BI:Const/Fac Acq /SJHHS	27,016.00
5144	87	GUIDA SURVEYING INC.	LndSrvey/Fac Acq /CVHS	37,000.00
5145	87	ARC	BI:Other/Fac Acq /FNMS	3,000.00
5146	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	3,200.00
5147	98	NMG GEOTECHNICAL INC	BI:CTest/Fac Acq /SJHHS	6,620.00
5148	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	25,000.00
5149	92	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,000.00
7 Purchase Orders				\$103,836.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
173486	CONSOLIDATED ELECT DISTR	PO-310545	312.29
173487	SPRINT/NEXTEL COMMUNICATIONS	CM-120101	91.91-
		CM-120103	1,530.39-
		CM-120106	76.01-
		PV-124127	3,843.25
173488	CORVEL CORPORATION	PO-310023	153,496.68
173489	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	63,849.14
173490	CORVEL CORPORATION	PO-310025	16,288.27
173491	DISCOUNT OFFICE SERVICES	PO-310150	21.54
		PO-310745	167.17
		PO-310943	3.11
		PO-313663	20.35
		PO-313667	25.84
		PO-313948	782.46
173492	DISCOUNT OFFICE SERVICES	PO-312276	293.70
173493	LAKESHORE LEARNING MATLS	PO-311362	41.29
173494	ANTONIOS, CAITLIN	PV-124080	85.00
173495	BRYANT, AMY	PV-124081	28.00
173496	DUMEY, GLENNA	PV-124082	79.92
173497	ENOCHS, SANDI	PV-124083	139.31
173498	LEWIS, LESTER	PV-124085	58.83
173499	LUNA, MELANIE	PV-124086	18.00
173500	MENIUS, LYNN	PV-124087	78.81
173501	MITCHELL, THOMAS	PV-124088	150.96
173502	THOMPSON, LAURALEA	PV-124091	17.00
173503	YEE, RYAN	PV-124092	84.36
173504	OTERO, NILDA	PV-124090	39.00
173505	HART-BUNEVITH, CARISSA	PV-124084	100.00
173506	OLSON, JENNIFER	PV-124089	60.00
173507	BARRETT, JANET S	PV-124093	159.29
173508	BENE, CHERI	PV-124094	173.16
173509	BOLLA, BRENDA	PV-124095	81.59
173510	CUNNINGHAM, CHADWICK	PV-124097	114.33
173511	DAGLEY, JEANA	PV-124098	193.70
173512	DOUGLAS, TERRI A.	PV-124099	78.26
173513	EDEN, CRIS	PV-124100	19.98
173514	ELLIS, SHAWNA	PV-124101	236.99
173515	EXWORTHY, MARK	PV-124102	342.99
173516	FAETA, KIEKO	PV-124103	55.50
173517	HANAFORD, LAURA	PV-124104	115.44
173518	HANRATTY-RAJA, JENNIPHER	PV-124105	18.87
173519	HARMAN, NANCY	PV-124106	239.21
173520	HARRIS, LORI I	PV-124107	35.52
173521	HERTZ, JANA	PV-124108	158.18
173522	HEUSER, RACHEL	PV-124109	403.49

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Warrant Number	Name of Payee	Reference Number	Amount
173523	IMSLAND, TRACEY	PV-124110	84.36
173524	KIMMELL-CAMOIA, JULIE	PV-124111	197.03
173525	MATIENZO, NINA RIE	PV-124112	82.70
173526	MEISSNER, ANDREA	PV-124114	59.94
173527	METTERT, LISA M	PV-124115	144.30
173528	PETERSON, DEBRA	PV-124116	116.55
173529	RODRIGUEZ, NASCINA	PV-124118	16.10
173530	SAUER, PATRICIA J	PV-124119	71.04
173531	SHAH, RANA	PV-124120	98.79
173532	STRICKLAND, GERRY	PV-124121	67.16
173533	TALILI, MAILUMAI	PV-124122	63.27
173534	TAYLOR, JULIE	PV-124123	6.11
173535	UMINSKY, ALMA	PV-124124	59.94
173536	WEINELL, CAROL	PV-124125	274.17
173537	WRIGHT, RACHEL	PV-124126	36.63
173538	COPE, MARY	PV-124096	129.87
173539	EDEN, CRIS	PV-124100	61.05
173540	MCMURRAY, JOYCE	PV-124113	175.38
173541	PEREZ, VIRGINIA	PV-124117	127.65
173542	APPLE COMPUTER INC	PO-314727	1,374.89
173543	BEACH CITIES GLASS	PO-310572	138.85
173544	BEE MAN	PO-310294	175.00
173545	BEYOND PLAY	PO-314664	207.20
173546	CARMEUSE INDUSTRIAL SANDS	PO-310305	1,630.55
173547	CINTAS CORP	PO-310339	258.44
		PO-311380	140.86
173548	CMS COMMUNICATIONS INC	PO-310225	322.64
173549	COTO CONSTRUCTION	PO-313686	2,079.28
173550	CURRICULUM ASSOCIATES	PO-314536	2,011.36
173551	DELL MARKETING L P	PO-314895	132.61
173552	DENAULT'S HARDWARE	PO-310223	120.64
173553	DUNN-EDWARDS CORP	PO-310333	556.31
173554	EDHELPER.COM	PV-124128	239.88
173555	GANAHL LUMBER	PO-310334	1,762.31
173556	GOLDEN STAR TECHNOLOGY INC.	PO-314766	42.21
173557	HD SUPPLY FACILITIES MAINTN	PO-313991	77.24
173558	HIRSCH PIPE & SUPPLY	PO-310336	1,377.02
173559	IMAGE 2000	PO-310338	156.86
173560	JOHN DEERE LANDSCAPES	PO-310326	494.51
173561	KNORR SYSTEMS INC	PO-310347	143.31
173562	LAWNMOWERS ETC	PO-310327	1,738.19
173563	DISCOUNT SCHOOL SUPPLY	PO-314607	251.42

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Warrant Number	Name of Payee	Reference Number	Amount
173564	CUSD REVOLVING CASH	CM-120102	0.72-
		CM-120104	0.75-
		CM-120105	0.76-
		CM-120107	0.71-
		CM-120108	0.75-
		CM-120109	538.75-
		PV-124129	1,415.53
173565	BARI, KATHY	PV-124130	298.95
173566	BARRETT, JAN	PV-124152	22.73
173567	BROWN, RICHARD	PV-124131	888.84
173568	BYERS, VICKI	PV-124132	22.76
173569	CHACON, LORRAINE	PV-124133	152.23
173570	ESTER, JUDY	PV-124134	169.02
173571	FLUENT, TERRY	PV-124135	63.27
173572	HATCHER, MICHAEL	PV-124137	269.72
173573	JONES, JOSEPH	PV-124136	35.52
173574	MYERS, LINDA	PV-124151	30.80
173575	NGUYEN, CHRIS	PV-124138	67.28
173576	NUNAN, KATIE	PV-124139	213.63
173577	PALMER, ROBIN	PV-124142	205.00
173578	RADETZKY, ALEXANDER	PV-124158	58.28
173579	REEDER, MELISSA	PV-124153	400.00
173580	SCOTT, KAREN	PV-124143	169.02
173581	SHERRIE, LORRAINE	PV-124144	223.91
173582	SLOCUM, NIKKI	PV-124146	2,731.53
173583	WEINELL, CAROL	PV-124145	35.52
173584	WILLEY, ELIZABETH	PV-124147	1,063.98
173585	WINGEN, TAMARAH	PV-124148	129.91
173586	WISEMAN, HOLLY	PV-124149	58.84
173587	APEX LEARNING INC	PO-313422	8,150.00
173588	ART MASTERS INC	PO-311074	1,519.00
		PO-311077	1,414.00
		PO-311078	1,634.00
		PO-311581	2,139.00
173589	GARCIA, IRMA	PO-310939	3,180.00
173590	HABERMANN, RACHEL	PO-314906	840.00
173591	KERN COUNTY SUPERINTENDENT OF	PO-314865	3,071.57
173592	ORRICK HERRINGTON SUTCLIFF LL	PO-314838	2,464.94
173594	SPEECH LANGUAGE PATHOLOGY &	PO-314901	200.00
173595	GORMAN, RON	PV-124156	168.00
173596	H2O SPOT	PV-124155	1,639.58
173597	HAGARTY, KIRSTEN	PV-124157	1,252.80
173598	COX COMMUNICATIONS	PO-311783	28,821.49
173599	MAGNETIC ATTRACTIONS	PO-311568	299.70
173600	MCGRAW HILL COMPANIES	PV-124202	34.43

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Warrant Number	Name of Payee	Reference Number	Amount
173601	MCGRAW-HILL COMPANIES	PO-314053	1,013.76
		PO-314075	174.09
173602	MCGRAW-HILL COMPANIES	PO-314355	87.23
173603	MILLER MECHANICAL	PO-313529	436.51
173604	MOORE'S SEWING MACHINE	PO-310164	99.90
173605	NETWORK HARDWARE RESALE	PO-314573	4,529.17
		PO-314856	6,675.62
173606	OFFICE DEPOT	PO-311448	253.42
		PO-314275	128.42
173607	ORANGE COUNTRY REGISTER	PO-310523	1,987.20
173608	ORIENTAL TRADING CO	PO-313003	181.24
		PO-313587	243.10
		PO-313589	72.99
		PO-313590	88.21
		PO-313763	106.99
173609	OTICON	PO-313304	160.85
173610	PAC TYPEWRITER & COMM	PO-310193	2,490.00
173611	PRUDENTIAL OVERALL SUP	PO-310117	65.72
173612	PYRAMID WIRE & CABLE INC.	PO-314169	164.99
173613	QUICK MEDICAL	PO-314095	91.02
173614	RED WING SHOE STORE	PO-310539	2,443.60
173615	SADDLEBACK EDUCATIONAL PUBLISH	PO-313601	1,234.49
		PO-314513	222.84
		PO-314548	217.44
173616	SAF-COM SUPPLY	PO-310184	974.05
173617	SIMPLER LIFE EMERGENCY	PO-313950	1,675.60
		PO-314425	1,456.66
173618	SIMPLEX GRINNELL LP	PO-313614	467.66
		PO-314332	1,246.00
173619	SMARDAN SUPPLY COMPANY	PO-310348	1,292.91
173620	SPICERS PAPER CO	PO-314490	14,071.72
173621	STAPLES ADVANTAGE	PO-310146	967.81
		PO-310148	48.11-
		PO-310746	117.33
		PO-312277	26.27
		PO-313506	662.06
		PO-314237	39.40
		PO-314665	109.02
		PO-314889	62.42
173622	TARGET SPECIALTY PROD	PO-310318	2,926.78
173623	THYSSENKRUPP ELEVATOR CORP	PO-314545	978.25
173624	TOMARK SPORTS INC	PO-314841	547.37
173626	WATERLINES TECHNOLOGIES INC	PO-310344	3,618.69
173627	WAXIE	PO-310363	2,299.58
173628	WEST COAST MICROSCOPE	PO-314417	813.94

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Warrant Number	Name of Payee	Reference Number	Amount
173629	WHITE CAP INDUSTRIES INC	PO-313193	56.31
173630	ZOO-PHONICS INC	PO-314263	468.41
173631	OFFICE DEPOT	PO-310137	460.29
173632	WASHINGTON LEARNING SYSTEMS	PO-314919	374.00
173633	STAPLES ADVANTAGE	PO-310541	38.79
		PO-312478	404.89
173634	BERGMAN & DACEY INC	PO-311182	3,870.00
173635	BOWIE ARNESON WILES &	PO-311187	1,628.55
		PO-311191	134.13
173636	CITY OF SAN JUAN CAPISTRANO	PO-310360	3,376.50
173637	COUNTY OF ORANGE-WASTE MNGT	PO-310351	1,998.78
173638	CR&R INCORPORATED	PO-312160	1,536.08
173639	DAVID TAUSSIG ASSOC INC	PO-312543	21,950.41
173640	SAN DIEGO GAS & ELECTRIC	PO-310354	195,437.94
173641	SANTA MARGARITA WATER	PO-310357	2,311.08
173642	SO CAL GAS CO	PO-310352	11,569.95
173643	SO COAST WATER DIST	PO-310355	3,835.46
173644	SOUTHERN CALIFORNIA EDISON	PO-310353	84,588.13
173645	MTGL	PO-314837	95.00
173646	STATE BD EQUALIZATION	PV-124159	543.02
173647	STATE BD EQUALIZATION	PV-124160	828.74
173648	ACE TUTORING	PO-313334	450.00
173649	BASIC EDUCATIONAL SERVICES	PO-313266	378.00
173650	CAMPCO	PO-311366	10,302.00
173651	DELL MARKETING L P	PV-124173	256.56
173652	KRANTZ, TRICIA ELIZABETH	PO-310940	1,560.00
173653	PROFESSIONAL TUTORS OF AMERICA	PV-124167	11,823.00
173654	TEACH N TUTOR INC	PO-313336	3,537.50
173655	XAMAZE IN HOME TUTORING	PV-124168	825.00
173656	DISCOUNT OFFICE SERVICES	PO-310150	88.34
		PO-310151	
		PO-310943	15.45
173657	FALCONER, BARBARA	PV-124169	393.81
173658	FENNELL, ROBIN	PV-124170	30.43
173659	MASSEY, TARAH	PV-124171	109.95
173660	AVILA, THERESE	PV-124175	122.66
173661	BERTUSSI, GIONNA	PV-124176	147.63
173662	BOWDEN, JOANNA	PV-124177	110.45
173663	BRANNON, DESIREE	PV-124178	115.44
173664	BROOKMAN, JOSEPH	PV-124179	464.54
173665	BROWN, SUSAN L.	PV-124180	47.73
173666	CLIFT, LYNNETTE I	PV-124181	116.55
173667	COX, ASHLEIGH	PV-124182	121.55
173668	COX, LINDA	PV-124183	143.19
173669	EFFENBERGER, PATRICIA	PV-124184	27.75

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Warrant Number	Name of Payee	Reference Number	Amount
173670	ENRIQUEZ, MICHELLE L	PV-124185	205.35
173671	FINNSSON, JAMIE	PV-124186	113.22
173672	FLYNN, MARGARET	PV-124187	53.28
173673	GERLING, SUSAN	PV-124189	67.16
173674	GILL, ARVINDER	PV-124190	203.13
173675	GINSBERG-BROWN, CLAUDIA	PV-124191	57.17
173676	GRAY, LISA	PV-124192	202.58
173677	HAACK, KATHI	PV-124193	185.37
173678	HAYES, NATALIE	PV-124195	28.86
173679	HERNANDEZ, MARLO	PV-124196	67.16
173680	HOGBIN, RICH	PV-124194	96.02
173681	LUEHE, CHRISTOPHER	PV-124197	133.20
173682	SUNICO, MA REGINA	PV-124198	277.50
173683	TABARI, LISA SEYEDI	PV-124199	115.44
173684	WALTERS, ELAINE	PV-124200	58.28
173685	GAST, LUCIBEL	PV-124188	126.54
173686	ACETEC SECURITY SYSTEMS	PO-310328	6,201.00
173687	ALISO NIGUEL AUTO CARE	PO-314981	1,548.45
173688	APPLE COMPUTER INC	PO-313574	106.67
		PO-314404	29.99
		PO-314688	106.67
		PO-314874	10,752.38
173689	ASSOCIATION OF CALIFORNIA	PO-310469	260.00
173690	BEACH CITIES GLASS	PO-310572	63.90
173691	BIOMETRICS4ALL INC	PO-310470	75.75
173692	BRINKS INC.	PO-311871	150.08
173693	BUD'S DIESEL	PO-314996	14,052.11
173694	CDW GOVERNMENT	PO-314704	136.42
		PO-314940	31.57
173695	CINTAS FIRST AID & SAFETY	PO-310240	396.56
173696	CLARK SECURITY PRODUCTS	PO-314804	4,137.60
173697	DELL MARKETING L P	PO-313887	479.89
		PO-313965	30,199.47
		PO-314644	5,009.85
		PO-314648	32,864.13
		PO-314649	3,755.44
		PO-314650	2,504.93
		PO-314692	888.20
		PO-314726	1,252.48
173698	DENAULT'S HARDWARE	PO-310223	264.20
173699	DICK BLICK WEST	PO-314700	779.30
173700	FOLLETT EDUCATIONAL SVC	PO-314578	2,203.81
173701	GLEN PRODUCTS	PO-310335	97.96
173702	GLENCOE A DIV OF	PO-314598	2,496.06
173703	GREAT BOOKS FOUNDATION	PO-314635	117.93

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Warrant Number	Name of Payee	Reference Number	Amount
173704	HEWLETT-PACKARD COMPANY	PO-314148	44.12
173705	IMAGE 2000	PO-314813	570.10
		PO-314815	361.87
173706	JOHNSTONE SUPPLY	PO-314550	4,658.01
173707	KELLY PAPER COMPANY	PO-310113	1,098.19
173708	KNORR SYSTEMS INC	PO-310347	781.09
173709	LOCAL JANITORIAL & VACUUM	PO-312915	490.19
173710	IRON MOUNTAIN	PO-310026	276.09
173711	ENVIRONMENTAL NATURE CTR	PO-313920	666.00
173712	OC LIFEGUARDS	PO-314985	310.00
173713	OCEAN INSTITUTE	PO-313486	23,055.00
		PO-313487	24,385.00
		PO-314842	794.00
173714	ORANGE COUNTY ZOO	PO-314924	224.00
173715	OPPORTUNITY FOR LEARNING	PV-124201	5,675.80
173716	MOBILE MODULAR	PO-311229	610.00
173717	CORVEL ENTERPRISE COMP INC	PO-310024	77,219.00
173718	CAPISTRANO UNIFIED SCHOOL DIST	PO-310247	60,212.29
173719	CONNECTICUT GEN LIFE INS CO	PO-310011	14,828.88
173720	CONNECTICUT GENERAL LIFE	PO-310010	36,206.31
173721	METROPOLITAN EMPLOYEES	PO-310007	3,672,669.11
		PO-310012	21,558.00
173722	UNUM LIFE INSURANCE	PO-310009	9,151.92
173723	AT&T	PO-310361	32.01
173724	MACKIN LIBRARY MEDIA	PO-312624	431.69
173725	MARKERBOARD PEOPLE	PO-314256	450.00
		PO-314527	94.95
		PO-314637	106.09
173726	MCGRAW-HILL COMPANIES	CM-120111	52.44-
		PO-314310	291.81
173727	MCPAHAN DESK INC	PO-314147	365.53
173728	MEDCO SUPPLY INC	PO-313943	1,537.16
173729	MENTORING MINDS	PO-314636	461.93
173730	MNJ TECHNOLOGIES DIRECT INC	PO-313274	109.97
		PO-313283	120.19
		PO-314380	270.46
		PO-314612	137.48
		PO-314706	401.41
173731	MOBILE COMM REPAIR INC	PO-314224	21.55
173732	MODEL ME KIDS	PO-313883	265.90
173733	MUSICIAN'S FRIEND	PO-314069	107.73
		PO-314330	323.19

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Warrant Number	Name of Payee	Reference Number	Amount
173734	PEPPER-LOS ANGELES, J W	PO-312671	393.84
		PO-312863	2,062.62
		PO-312867	107.64
		PO-313962	370.82
		PO-314557	230.47
		PO-314737	1,909.70
		PO-314832	219.82
173735	PITNEY BOWES/PRESORT SERVICES	PO-310127	101.46
173736	PRAXAIR	PO-310192	214.92
173737	PRIORITY MAILING SYSTEMS	PO-314748	26.08
173738	PRUDENTIAL OVERALL SUP	PO-310117	65.72
173739	PSYCHKITS	PO-313876	477.94
173740	PYRAMID WIRE & CABLE INC.	PO-314169	676.66
173741	RICKS TRAILER SUP	PO-310538	121.08
173742	SIMPLEX GRINNELL LP	PO-310708	776.64
173743	SMARDAN SUPPLY COMPANY	PO-310348	782.32
173744	SOUTH COAST ANSWERING SERVICE	PO-310178	232.19

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Warrant Number	Name of Payee	Reference Number	Amount
173745	SOUTHWEST SCHOOL SUPPLY	-	
		PO-310203	231.27
		PO-310204	150.01
		PO-310207	502.41
		PO-310211	41.53
		PO-310212	278.22
		PO-310213	54.11
		PO-310214	237.41
		PO-310403	189.44
		PO-310417	45.80
		PO-310418	2,157.78
		PO-310431	52.12
		PO-310435	306.13
		PO-311090	500.95
		PO-311108	53.49
		PO-311535	67.51
		PO-311546	66.04
		PO-311549	27.89
		PO-311606	126.55
		PO-311637	303.53
		PO-311645	456.49
		PO-311658	1,014.95
		PO-311889	16.05
		PO-311911	944.82
		PO-312134	167.05
		PO-312450	448.96
		PO-312816	33.13
		PO-312919	1,695.76
		PO-313072	42.95
		PO-313122	725.00
		PO-313310	128.65
		PO-313491	68.85
173746	SOUTHWEST SCHOOL SUPPLY	PO-313522	92.27
		PO-313668	1,631.30
		PO-313957	17.22
		PO-313971	79.04
		PO-314051	694.06
		PO-314054	195.17
		PO-314187	155.16
		PO-314226	67.87
		PO-314301	68.96
		PO-314349	53.34
173747	SPICERS PAPER CO	PO-314490	1,857.99

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Warrant Number	Name of Payee	Reference Number	Amount
173748	SPORTS FACILITIES GROUP INC	PO-310345	475.00
		PO-314812	1,935.20
		PO-314863	2,015.69
173749	STAPLES ADVANTAGE	-	
		PO-310124	86.42
		PO-310148	53.23
		PO-310432	1,394.29
		PO-310543	81.23
		PO-310746	378.47
		PO-311345	56.47
		PO-311588	121.50
		PO-311687	128.82
		PO-311761	49.53
		PO-312277	193.73
		PO-312449	8.71
		PO-312544	139.74
		PO-312607	235.71
		PO-313498	531.14
		PO-313506	559.57
		PO-313582	125.52
		PO-313584	217.72
		PO-313586	135.33
		PO-313902	364.23
		PO-314239	41.57-
		PO-314329	101.07
		PO-314529	25.06
173750	STAPLES ADVANTAGE	PO-314529	9.84
		PO-314631	161.58
		PO-314665	40.83-
		PO-314675	128.11
		PO-314928	320.39
173751	STAPLES DIRECT	PO-314654	140.08
173752	SUPPLY LINE BUILDING MATERIALS	PO-310176	67.94
173753	THYSSENKRUPP ELEVATOR CORP	PO-314545	451.50
173754	TIME CLOCK SALES SERVICE	PO-314978	236.00
173755	TONY'S LOCKSMITH SERVICE	PO-310174	175.00
173756	VANGUARD FLOORING INC	PO-314790	1,720.87
173757	VISTA PAINT CORP	PO-310170	50.28
173758	WATERLINES TECHNOLOGIES INC	PO-310344	3,519.52
173759	WAXIE	PO-310363	4,059.72
173760	WHITE CAP INDUSTRIES INC	PO-313193	210.03
		PO-313519	208.89
173761	ZEP MANUFACTURING CO	PO-314024	612.13
173762	STAPLES ADVANTAGE	PO-310147	55.15
173763	MCMAHAN DESK INC	PO-312520	3,021.30

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Warrant Number	Name of Payee	Reference Number	Amount
173764	STAPLES ADVANTAGE	PO-310541	191.21
		PO-312478	490.01
173765	STAPLES ADVANTAGE	PO-310541	74.75
173766	ALPINE ACADEMY	PO-314677	8,301.00
173767	AUTISM SPECTRUM THERAPIES	PO-311061	1,993.10
173768	BLIND CHILDRENS LRNG CTR	PO-310069	5,849.20
		PO-313047	3,999.00
173769	CENTER FOR AUTISM &	PO-311557	1,296.79
		PO-311947	1,492.76
173770	CHILEDA	PO-310258	9,258.56
173771	CROMWELL, PATRICIA	PO-310498	465.00
173772	DEVEREUX TEXAS TREATMENT	PO-310061	9,309.74
173773	EDUCATIONAL BASED SERVICES	PO-313930	10,055.36
173774	GOODWILL INDUSTRIES	PO-314248	11,040.00
		PO-314738	5,190.00
173775	HEAR NOW ABRAMSON AUDIOLOGY	PO-310805	5,210.50
173776	HEBERT, DEBRA	PO-310615	720.00
		PO-310617	170.00
		PO-311593	120.00
		PO-311594	1,080.00
		PO-314233	240.00
173777	HERITAGE CENTER	PO-310273	3,672.00
173778	LEISURE CARE NURSES REGISTRY	PO-310047	13,243.00
		PO-312947	285.00
		PO-314190	3,030.50
173779	LEVIN, DR EUGENE	PO-310649	42.50
173780	PARADIGM HEALTH CARE SERVICES	PO-311654	5,880.29
173781	BOWIE ARNESON WILES &	PO-314989	15,763.50
173782	CITY OF SAN CLEMENTE	PO-310359	17,768.09
173783	CITY OF SAN JUAN CAPISTRANO	PO-310360	2,162.76
173784	CR&R INCORPORATED	PO-312160	13,110.80
173785	MOULTON NIGUEL WATER	PO-310358	2,142.39
173786	SAN DIEGO GAS & ELECTRIC	PO-310354	55,751.50
173787	SO CAL GAS CO	PO-310352	12,299.08
173788	THE PLANNING CENTER	PO-313922	740.34
173789	BENS ASPHALT	PO-314344	13,884.75
173790	PJHM ARCHITECTS	PO-312464	1,278.95
173791	DISCOUNT OFFICE SERVICES	PO-310745	85.04
		PO-312722	63.54
		PO-313663	15.61
173792	LAKESHORE	PO-314695	242.11
173793	LAKESHORE LEARNING MATLS	PO-311362	549.78
173794	BUCKMAN, JENNIFER	PV-124223	101.57
173795	BUSH, VIRGINIA	PV-124224	177.05
173796	CROSS, MINDY	PV-124225	352.43

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Warrant Number	Name of Payee	Reference Number	Amount
173797	FREDRIKSZ, LAURA	PV-124226	77.15
173798	HARVEY, LAUREN	PV-124227	132.65
173799	HILL, DAWN	PV-124228	227.55
173800	HOWARD, ANDREA	PV-124229	138.75
173801	HUYNH, TINA	PV-124230	107.12
173802	JIMENEZ, DENISE	PV-124231	135.42
173803	JONES, JOSEPH	PV-124232	82.14
173804	LEAHY, CHRISTINA	PV-124233	150.96
173805	LEWIS, DAWN	PV-124234	38.85
173806	MARCUS, BRUCE	PV-124235	147.63
173807	MCAULIFFE, CAROL	PV-124236	93.80
173808	MCKEE, DANISE	PV-124237	162.62
173809	MOORE, LANEI	PV-124238	19.43
173810	RASHIDI, AKRAM KIM	PV-124239	93.80
173811	RODRIGUEZ, MICHELLE	PV-124240	172.05
173812	SANDINO, CLAUDIA	PV-124241	23.31
173813	STIRLING, ROBERT	PV-124242	357.98
173814	STORY, VIRGINIA	PV-124243	116.55
173815	TAYLOR, JULIE	PV-124244	57.72
173816	WENTZEL, KORY	PV-124245	160.40
173817	WESTON, KELLY	PV-124246	106.56
173818	WHALEN, ANDREA	PV-124247	104.90
173819	WOLFSON, DONNA	PV-124248	177.60
173820	BROCKMAN, CARY	PV-124222	190.92
173821	BEE MAN	PO-310294	774.00
173822	BETTER BUSINESS RECORDS	PO-310229	81.09
		PO-311237	17.13
173823	BJ BINDERY	PO-312305	184.00
173824	BOYCE INDUSTRIES	PO-310292	6.47
173825	CAPISTRANO CRANE SERVICE	PO-310227	300.00
173826	CREATIVE CONTRACTORS CORP	PO-314002	1,450.00
		PO-314481	850.00
173827	DELL MARKETING L P	PO-314643	8,762.66
		PO-314646	1,132.63
173828	DUNN-EDWARDS CORP	PO-310333	1,056.29
173829	FEDERAL EXPRESS CORP	PO-310134	632.05
173830	GANAHL LUMBER	PO-310309	221.19
		PO-310334	120.62
173831	GRAPHIC SYSTEMS	PO-310118	365.01
173832	HD SUPPLY FACILITIES MAINTN	PO-313991	783.81
173833	HIRSCH PIPE & SUPPLY	PO-310336	999.54
173834	IMAGE 2000	PO-310338	85.00
		PO-314816	929.97
173835	JOSTENS	PO-313593	1,684.23
173836	LESLIES SWIMMING POOL SUPPLY	PO-310217	12.58

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Warrant Number	Name of Payee	Reference Number	Amount
173837	W W GRAINGER INC	PO-310166	337.20
		PO-314063	12,401.04
173838	ABOVE ALL NAMES CONSTRUCTION	PO-314202	1,302.00
173839	CA DEPT OF ED	PV-124250	1,040.19
173840	CONSOLIDATED ELECT DISTR	PO-310545	3,637.39
173841	PACIFIC ROOFING SYSTEMS	PO-314788	8,070.25
173842	ART MASTERS INC	PO-311075	1,287.00
		PO-314976	320.00
173843	BROADHEAD, VALARIE	PO-314968	913.17
173844	CETPA	PO-311678	1,515.00
173845	INTERNATIONAL BACCALAUREATE	PO-313703	699.00
173846	ISTE	PO-314965	378.00
		PO-314969	294.00
		PO-314971	328.00
		PO-314973	596.00
173847	OCDE	PO-310017	3,150.00
		PO-311314	2,800.00
173848	SHOUP, GARY	PO-314970	602.18
173849	JFK TRANSPORTATION CO INC	PV-124252	3,500.00
173850	OCEAN INSTITUTE	PO-312603	9,277.00
173851	ORANGE COUNTY DEPT OF EDUCATIO	PO-313822	35,020.00
		PO-313918	646.50
173852	CAPISTRANO LAGUNA BEACH ROP	PV-124253	40,844.82
173853	CRARY, BRENDA	PO-310381	2,900.00
173854	GARCIA, IRMA	PO-313095	1,470.00
173855	NATIONAL DEMOGRAPHIC CORP	PO-312528	41,500.00
173856	SHERI B LOEWENSTEIN	PO-313565	1,375.00
173857	YMCA OF ORANGE COUNTY	PO-311669	10,315.17
		PO-311670	9,028.67
173858	STEIN, CHRISTINE E	PO-311319	3,360.00
173859	CITY OF SAN JUAN CAPISTRANO	PO-310360	3,124.06
173860	SAN DIEGO GAS & ELECTRIC	PO-310354	58,610.14
173861	SANTA MARGARITA WATER	PO-310357	9,274.32
173862	SO CAL GAS CO	PO-310352	4,198.46
173863	AT&T-CALNET2	PO-310364	11,988.27
173864	PC MALL GOV	PO-313764	1,081.34
173865	PRAXAIR	PO-311608	38.98
173866	PREMIERE WATER SERVICES	PO-310162	1,025.00
173867	PRIMARY CONCEPTS	PO-314694	31.70
173868	PRO-ED	PO-313269	15.40
		PO-314267	51.70
		PO-314356	111.10
173869	PROGRESS PUBL	PO-313875	486.00
173870	PSYCHOLOGICAL ASSESSMENT RES	PO-314460	262.50
173871	PYRAMID WIRE & CABLE INC.	PO-314169	405.11

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Warrant Number	Name of Payee	Reference Number	Amount
173872	R J COOPER & ASSOC INC	PO-313800	142.15
173873	R&S SOIL PRODUCTS INC	PO-313513	2,927.40
173874	REAL VOLLEYBALL	PO-313945	934.88
173875	REALLY GOOD STUFF	PO-314593	69.63
173876	REMEDIA PUBLICATIONS	PO-314591	153.56
		PO-314696	42.96
173877	RENAISSANCE LEARNING	PO-313964	1,307.92
		PO-313993	196.09
		PO-313994	196.09
		PO-313995	411.59
		PO-313996	411.53
		PO-313997	411.59
173878	RENAISSANCE LEARNING INC	PO-313847	345.86
		PO-313849	345.86
		PO-313851	345.86
		PO-314335	411.53
		PO-314515	196.09
		PO-314517	411.53
		PO-314601	196.03
173879	RIVERSIDE PUBL CO	PO-314433	142.23
		PO-314434	235.27
173880	ROCK-N-LEARN	PO-314314	43.98
173881	SMARDAN SUPPLY COMPANY	PO-310348	3,132.21
173882	SMART & FINAL	PO-310140	43.45
		PO-310142	300.61
		PO-310399	208.56
		PO-311912	165.75
		PO-311938	160.88
		PO-312115	38.06
		PO-312725	615.53
		PO-313779	211.33
		PO-314207	682.11
		PO-314414	87.22
173883	SMART & FINAL	PO-314718	74.76
173884	STAPLES ADVANTAGE	PO-311761	64.00
		PO-312544	22.19
		PO-313888	705.85
		PO-315057	29.23
173885	THYSSENKRUPP ELEVATOR CORP	PO-314545	770.00
173886	VANGUARD FLOORING INC	PO-314793	2,476.25
173887	WHITE CAP INDUSTRIES INC	PO-313193	38.71
173888	SMART & FINAL	PO-310141	654.07
		PO-312274	755.36
173889	HERFF JONES INC	PO-313729	382.69

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MAY 14, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173890	NASCO WEST	PO-313307	598.93
		PO-313566	936.56
		PO-313786	212.84
		PO-313986	435.65
		PO-314037	598.18
		PO-314214	699.16
		PO-314445	271.15
		PO-314446	275.39
		PO-314447	401.26
		PO-314448	186.36
		PO-314730	1,002.18
173891	NATURAL LEARNING CONCEPTS	PO-313659	153.62
173892	NETOP	PO-314158	398.00
		PO-314160	280.00
173893	NETSUPPORT INC	PO-314151	1,095.57
173894	NEWBRIDGE EDUC PUBLISHING	PO-313713	52.60
173895	NILES BIOLOGICAL	PO-312132	111.29
173896	NIMCO INC	PO-313803	298.46
173897	NORTH COAST MEDICAL	PO-314279	59.32
173898	ONION MOUNTAIN TECH	PO-312823	10.99
173899	ORANGE COUNTY DEPT OF ED	PO-313706	243.00
173900	ORANGE COUNTY DEPT OF EDUC	PO-314201	46.34
173901	PACIFIC REFRIGERATION IN	PO-314038	710.25
173902	PAXTON/PATTERSON	PO-314408	581.18
173903	PC MALL GOV	PO-314457	979.88
173904	PCI ECUCATIONAL PUB	PO-314400	83.99
		PO-314570	750.00
173905	PENGUIN USA	PO-313959	5.16
173906	PERMA-BOUND	PO-314175	783.29
		PO-314450	199.99
		PO-314525	2,204.67
173907	PHONAK INC	PO-313303	39.94
		PO-314252	233.89
		PO-314584	71.19
173908	PITSCO	PO-314291	283.59
173909	POSITIVE PROMOTIONS	PO-313717	69.60
173910	PRAXAIR	PO-310550	42.08
		PO-313776	39.43
173911	PRECISION DATA PRODUCTS	PO-313970	174.59
		PO-314641	112.86
173912	SCHOOL SPECIALTY	PO-312081	121.44
173913	SCHOOL SPECIALTY	PO-312124	130.41
173914	SOUTHWEST SCHOOL SUPPLY	PO-311535	378.06
173915	SPORTS USA ELITE TRAINING INC	PO-312798	699.84

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MAY 14, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173916	STAPLES ADVANTAGE	PO-310145	87.20
		PO-310146	206.70
		PO-310746	162.94
		PO-312607	721.27
		PO-313888	13.30
		PO-313902	92.44
		PO-314928	158.76
173917	ULINE	PO-314112	1,271.45
173918	DISCOUNT OFFICE SERVICES	PO-310149	96.01
		PO-313663	92.66
173919	LAKESHORE	PO-312270	150.00
		PO-314193	554.77
173920	LAKESHORE LEARNING MATLS	PO-314590	268.35
		PO-314757	892.17
		PO-314774	1,140.00
		PO-314821	814.23
173921	LAKESHORE LEARNING MATLS	PO-311362	112.25
173922	BARAJAS, DAMARIS	PV-124262	15.00
173923	CLAY, MATHEW	PV-124264	100.00
173924	GLENN, PATRICIA	PV-124265	15.00
173925	GONZALEZ, ANGELICA	PV-124266	17.00
173926	ISRAEL, ERIC	PV-124267	10.00
173927	MADRID, SERGIO	PV-124268	9.31
173928	MARR, JEFFREY	PV-124269	220.00
173929	MCLAUGHLIN, GREGG	PV-124270	21.37
173930	PONCE, OSCAR/MONICA	PV-124271	16.00
173931	BENAVENTE, HOLLY	PV-124263	285.00
173932	BESSELING, QUIRINE	PV-124272	10.55
173933	BRADLEY, JUDITH S	PV-124273	77.15
173934	CASPERSON, KATHRYN	PV-124274	17.76
173935	CURLEY, JULIE	PV-124275	42.18
173936	DIXON, AURORA	PV-124276	105.45
173937	FFRENCH, ANDREA	PV-124277	49.95
173938	HIGHTOWER, SHERLIN	PV-124278	127.65
173939	KIMINAS, ANTHONY	PV-124279	179.82
173940	KIMMELL-CAMOIA, JULIE	PV-124280	217.56
173941	MENDEL, LINDA	PV-124282	169.83
173942	MORROW, ELYSE	PV-124283	39.96
173943	NAPORA, NOELLE	PV-124284	154.29
173944	O'KANE, MONIKA	PV-124281	66.60
173945	PATERSON, ELIZABETH	PV-124285	125.99
173946	SHEA HINNAG, REBECCA	PV-124286	67.71
173947	TERHUNE, CYNTHIA	PV-124287	377.40
173948	BENS ASPHALT	PO-314621	9,262.75
173949	PACIFIC ROOFING SYSTEMS	PO-314861	6,241.70

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MAY 14, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173950	CAPISTRANO UNIFIED SCHOOL DIST	CM-120112	1.41-
		CM-120114	1.56-
		CM-120115	1.87-
		PO-310247	68,042.08
173951	AIR CONDITIONING CONTROL SYS	PO-310236	433.33
173952	AMS.NET	PO-313679	427.50
173953	ANAHEIM BAND INSTRUMENTS	PO-314779	312.00
173954	APPERSON	PO-314986	641.11
173955	AQUATIC TECHNOLOGIES	PO-314785	1,904.00
173956	ASHA	PO-314402	126.00
173957	BAYSCAN	PO-314972	184.00
173958	BORENSEN AND ASSOC	PO-314936	200.90
173959	C D T INC.	PO-310795	708.25
173960	CAMCOR INC	PO-314742	796.96
173961	CAPISTRANO GOLF CARS	PO-314341	3,282.49
173962	CAROLINA BIOLOGICAL SUPPLY CO	PO-314964	291.95
173963	CENTER ON TEACHING & LEARNING	PO-312559	11,155.00
173964	CENTRAL DRUG SYSTEM	PO-313129	725.00
173965	CINTAS CORP	PO-310339	333.65
		PO-311380	81.55
		PO-315018	1,311.04
173966	CONTRACT PAPER GROUP INC.	PO-314916	1,476.18
173967	CREATIVE CONTRACTORS CORP	PO-310296	1,600.00
173968	CULVER-NEWLIN INC	PO-314340	2,317.70
		PO-314342	1,868.60
173969	DANMAR PRODUCTS INC	PO-314752	131.27
173970	DELL MARKETING L P	PO-314174	48.48
173971	DIGITAL NETWORKS GROUP	PO-312558	1,500.23
173972	ADMINSTRATIVE SOFTWARE	PO-310104	1,136.20
		PO-314822	58.40
173973	DICK BLICK WEST	PO-314303	309.19
173974	EDUCATIONAL THEATRE ASSOC	PO-314834	217.25
173975	EVERYTHING MEDICAL	PO-314917	3,107.36
173976	FILM OUT PUT	PO-310115	20.00
173977	GAMETIME	PO-314012	239.16
173978	GOLDEN RULE BINDERY	PO-314501	1,132.74
		PO-314502	478.81
173979	GOPHER ATHLETIC/SPORTS	PO-314605	413.10
173980	GOV CONNECTION INC	PO-314876	1,299.90
173981	HARCOURT OUTLINES,	PO-314918	109.41
173982	HITT MARKING DEVICE	PO-314995	26.91
173983	HORN IMPROVEMENT MUSIC CENTER	PO-310130	63.02
173984	HYDRO-SCAPE PRODUCTS INC	PO-310325	202.96
173985	IMAGE 2000	PO-314929	114.13
173986	JANELLE PUBLICATIONS INC	PO-314739	360.80

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting....MAY 14, 2012

Warrant Number	Name of Payee	Reference Number	Amount
173987	JOHN DEERE LANDSCAPES	PO-310326	1,337.13
173988	JOHNSTONE SUPPLY	PO-314544	12,673.69
		PO-314550	1,994.64
173989	JONES-CAMPBELL CO., INC	PO-314384	1,182.56
173990	KELLY PAPER COMPANY	PO-310113	1,649.52
173991	KNORR SYSTEMS INC	PO-310347	499.91
		PO-312109	480.00
173992	LASERED PICS	PO-314877	33.85
173993	LIBERTY FLAGS	PO-314826	124.82
		PO-314937	47.26
173994	LIFETIME MEMORY PRODUCTS INC	PO-314403	31.79
173995	W W GRAINGER INC	PO-310166	544.34
		PO-314063	16,744.71
173996	HEADSETS.COM	PO-314782	83.94
173997	EXECUTIVE ENVIRONMENTAL SVCS	PO-315085	800.88
173998	CALIFORNIA WEEKLY EXPLORER INC	PO-314817	1,025.00
173999	CB RANCH ENTERPRISES	PO-314845	1,332.00
174000	LEGOLAND CALIFORNIA RESORT	PO-313916	330.00
		PO-314602	330.00
		PO-314603	330.00
174001	OCEAN INSTITUTE	PO-314948	890.00
		PO-314949	890.00
174002	ORANGE COUNTY DEPT OF EDUCATIO	PO-312986	766.80
174003	SOUTHERN CALIFORNIA GRAY LINE	PV-124288	3,579.48
174004	THOUSAND PINES OUTDOOR SCHOOL	PO-311858	14,818.56
174005	ZOOMARS	PO-314618	242.00
174006	CLARINDA ACADEMY	PO-313711	9,444.00
		PO-314326	9,444.00
174007	CRARY, BRENDA	PO-313093	960.00
174008	DANIEL, JASON & RUTHIE	PO-310767	5,345.00
174009	DR DAVID G KIRSCHEN	PO-314121	325.00
174010	FARRELL, MIN KIM AND DONALD	PO-311004	3,900.00
174011	KENNEY, ROBERT AND MARIE	PO-311007	5,810.00
174012	LEVIN, DR EUGENE	PO-310649	42.75
174013	MARDAN CENTER OF ED	PO-310053	3,440.00
174014	MENDE PSY.D, SYLVIA	PO-311559	4,455.00
174015	OAK GROVE INSTITUTE	PO-312222	7,917.00
		PO-312967	5,618.52
		PO-312976	7,917.00
		PO-314191	7,917.00
		PO-314325	7,917.00
174016	OAK GROVE SCHOOL	PO-312504	4,510.00
174017	ORANGE COUNTY THERAPY SERVICE	PO-310692	18,000.00
174018	ORANGE CTY DEPT EDUC	PO-311399	145,707.98
		PO-311734	291,021.88

Board of Trustees Warrant Listing
===== Fiscal Year: 2011-12 =====
Board of Trustees Meeting.....MAY 14, 2012

Warrant Number	Name of Payee	Reference Number	Amount
174019	ORANGE CTY TESTING SERV	PO-310768	200.00
		PV-124289	50.00
174020	PYRAMID AUTISM CENTER	PO-310052	4,725.00
174021	RAINBOW CONNECTION	PO-311902	515.00
174022	ROZENBERG, ABBY	PO-310276	2,062.50
174023	SPEECH & LANGUAGE DEVEL	PO-310621	4,218.00
		PO-310622	5,587.25
		PO-310623	6,264.25
		PO-313046	4,033.71
174024	TERI INC	PO-310062	3,995.17
174025	THERAPEUTIC EDUCATION CENTER	PO-310619	6,600.00
		PO-311016	4,950.00
		PO-313610	4,500.00
		PO-314902	1,290.00
174026	YELLOWSTONE BOYS & GIRLS RANCH	PO-310072	8,201.50
		PO-314900	4,355.00
174027	CUSD REVOLVING CASH	PV-124290	1,567.99
		PV-124291	145.25
174028	KAREN MC DANIELS	PO-315034	108.00
174029	UC REGENTS	PO-314137	200.00
174030	ADMINSTRATIVE SOFTWARE	PO-315105	4,720.00
543 Warrants			\$6,276,558.59

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVES Audio Visual Systems, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Services,	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Compview, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Consolidated Electrical Distributors	Bid No. 1112-05 Electrical Supplies and Materials	6/29/2011
Consulting & Inspection Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide	8/8/2011
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
Edge Development	Bid No. 1011-11, CVHS Theater	6/13/2011
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Fusionstorm	Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Fusionstorm	State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 1011-14 Grocery Products	5/9/2011
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Golden State Technology, Inc dba GST	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
Harris Realty Appraisal	RFQ No. 2-0809 Appraisal Services	5/11/2009
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hewlett-Packard Company	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Hollandia Dairy	Bid No. 1011-08 Milk and Dairy Products	3/8/2011
Horizons Construction Co, International, Inc	Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings	3/8/2011
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Longs Electronics, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MNJ Technologies Direct, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
National Demographics Corp	RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services	9/26/2011
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ohno Construction	Bid No. 1011-15 San Juan Hills High School Stadium Phase II	9/26/2011
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
Pacific MH 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
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
SchoolsFirst Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-44

SIGNATURE AUTHORIZATION

WHEREAS, the Board of Trustees of Capistrano Unified School District may legally authorize the Superintendent and specific officers of the District to sign payroll notices of employment/changes of status, timesheets, vendor orders for payments, and warrant registers;

NOW THEREFORE BE IT RESOLVED that the following personnel are and shall be so designated:

Superintendent	Joseph M. Farley
Deputy Superintendent, Business and Support Services	Clark D. Hampton
Assistant Superintendent, Personnel Services	Jodee E. Brentlinger
Executive Director I, Fiscal Services	David W. Carter
Manager, Fiscal Accounting	Cynthia L. Brown
Manager, Payroll	Matthew L. Krause

BE IT FURTHER RESOLVED that a signature stamp is authorized for Joseph M. Farley, Clark D. Hampton, and David W. Carter; and

THAT only one signature or signature stamp shall be required by this Board for processing of said documents; and

THAT the Secretary be authorized to complete the authorization of signatures and forward same to appropriate officials of Orange County.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of May, 2012, by a roll call vote.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 14th day of May, 2012.

Lynn Hatton
Clerk

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1112-45

**DEPOSIT AND REIMBURSEMENT AGREEMENT WITH
RMV COMMUNITY DEVELOPMENT, LLC**

WHEREAS, the Capistrano Unified School District (District) is a public school district organized and operating pursuant to the provisions of the Constitution and the laws of the State of California (State); and

WHEREAS, RMV Community Development, LLC (RMV) owns certain property (Property) within the District; and

WHEREAS, the District and RMV desire to enter into a Mitigation and Financing Agreement (Mitigation Agreement), which will provide the method by which interim and permanent K-12 school facilities will be provided to serve students resulting from development of the property; and

WHEREAS, RMV has agreed to advance funds in the amount of \$30,000 (and additional funds as needed) for the costs the District will incur to prepare the proposed Mitigation Agreement (Initial Deposit); and

WHEREAS, the Deposit and Reimbursement Agreement between the District and RMV is on file at the District office and is herein incorporated and sets forth the terms of the initial deposit, subsequent deposits, if necessary, and reimbursement to RMV of any unexpended amounts (Deposit and Reimbursement Agreement) and additional funds, if needed, to be reimbursed without interest from a future community facilities district, but not with funds of the District.

BE IT RESOLVED the Board of Trustees does hereby resolve, determine, and order as follows:

1. The above recitals are true and correct.
2. The approval of the Deposit and Reimbursement Agreement.
3. Authorizes and directs the Superintendent of the District (Superintendent), or designee, to sign and deliver the Deposit and Reimbursement Agreement in substantially the form described in the recitals above; provided, however, that the Superintendent, or designee, and the District's legal counsel may authorize minor, non-substantive revisions prior to signature and delivery thereof.
4. Authorizes and directs the Superintendent, or designee, to take all such further actions, and to execute such additional documents, as are necessary to implement the intent of this Resolution and the terms of the Agreement.

AYES: ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Joseph M. Farley, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting thereof on the 14th day of May, 2012, by a roll call vote.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 14th day of May, 2012.

Lynn Hatton
Clerk

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

DEPOSIT AND REIMBURSEMENT AGREEMENT

By and Between

CAPISTRANO UNIFIED SCHOOL DISTRICT

and

RMV COMMUNITY DEVELOPMENT, LLC

**DEPOSIT AND REIMBURSEMENT AGREEMENT
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND
RMV COMMUNITY DEVELOPMENT, LLC
REGARDING THE RANCH PROJECT**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND RMV COMMUNITY DEVELOPMENT, LLC REGARDING THE RANCH PROJECT (“Deposit Agreement”), is made and entered into as of _____, 2012, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (“School District”) and RMV COMMUNITY DEVELOPMENT, LLC (“RMV”). School District and RMV may hereafter individually be referred to as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, RMV has obtained approvals and entitlements from the County of Orange for the development of the property depicted on Exhibit “A,” of the Rancho Mission Viejo (“Property”), and desires to enter into a Mitigation and Financing Agreement (“Mitigation Agreement”) with respect to interim and permanent grade K-12 school facilities (“School Facilities”) necessary to serve School District students resulting from development of the Property; and

WHEREAS, the School District has requested that RMV advance funds for the costs of the District in regard to the preparation of the proposed Mitigation Agreement (“Project Activities”) subject to reimbursement, without interest, as hereafter provided in this Deposit Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained. The parties hereto agree as follows:

Section 1. *The Deposits and Application Thereof.*

(a) RMV has delivered to the School District a check payable to the Capistrano Unified School District in the amount of \$30,000 (“Initial Deposit”). The School District, by its execution hereof, acknowledges receipt of, and accepts, the Initial Deposit.

(b) The Initial Deposit, together with any subsequent deposits (“Additional Deposits”) required to be made by RMV pursuant to the terms hereof (collectively, “Deposits”), are to be used to pay for costs incurred by the School District for any authorized purpose in connection with the Project Activities including, without limitation, the fees and expenses of any consultants to the School District employed in connection with the Project Activities, including a construction cost consultant, special tax consultant, legal counsel, and any other consultant deemed reasonably necessary or advisable by the School District, as well as any and all other actual reasonable costs and expenses incurred by the School District in connection with the Project Activities (collectively, “Eligible Costs”). The School District may draw upon the Deposits from time to time to pay the Eligible Costs.

(c) If, at any time prior to the earlier of (i) termination of this Deposit Agreement or (ii) completion of the proposed Mitigation Agreement, the unexpended and unencumbered balance of the Deposits is less than \$5,000, the School District may request, in writing, that RMV make an Additional Deposit in an amount estimated to be sufficient, together with any such unexpended and unencumbered balance of the Initial Deposit, to pay for all Eligible Costs. School District shall include with such written request an estimated budget, by type, of the Eligible Costs expected to be funded with such Additional Deposit. RMV shall make such Additional Deposit with the School District within twenty (20) calendar days of the delivery to RMV of the School District's written request therefor. If RMV fails to make any such Additional Deposit within such twenty (20) calendar day period, the School District may cease all work related to the Project Activities.

(d) The Deposits may be commingled with other funds of the School District for purposes of investment and safekeeping, but the School District shall at all times maintain records as to the expenditure of the Deposits.

(e) The School District shall provide RMV with a written summary of expenditures made from the Deposits, and the unexpended balance thereof, within twenty (20) calendar days of receipt by the School District of a written request therefor submitted by RMV. The cost of providing any such summary shall be charged to the Deposits.

Section 2. *Return of Deposits:* The School District shall, within twenty (20) calendar days after the earlier of (i) termination of this Deposit Agreement or (ii) execution of the Mitigation Agreement by all Parties, return the then unexpended and unencumbered portion of the Deposits to RMV, without interest. The Mitigation Agreement may provide for the reimbursement of the expended portions of the Deposits, without interest, from sources specified therein, other than funds of the School District.

Section 3. *Deposit Agreement Not Debt or Liability of School District.* This Deposit Agreement does not constitute a debt or liability of the School District. The School District shall not be obligated to advance any of its own funds to pay Eligible Costs or any other costs incurred in connection with Project Activities. No member of the Board of Trustees of the School District and no officer, employee, or agent of the School District shall to any extent be personally liable hereunder.

Section 4. *Notices.* All written notices to be given hereunder shall be given to the Party entitled thereto at the address set forth below, or at such other address as such Party may provide to the other Parties in writing from time to time, namely:

If to the School District:	Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Attention: Superintendent Telephone: 949-234-9200 Fax: 949-493-8729
----------------------------	--

If to RMV:

RMV Community Development, LLC
P.O. Box 9
San Juan Capistrano, CA 92698
Attention: Senior Vice President
Telephone: 949-240-3363
Fax: 949-248-1763

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request, or other communication hereunder shall be deemed delivered to the party to whom it is addressed if: (a) personally served or delivered, upon delivery; (b) given by electronic communication, whether by facsimile, telegram, or electronic mail, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (c) given by registered or certified mail, return receipt requested, deposited with the United States Postal Service, postage prepaid, 72 hours after such notice is deposited with the United States Postal Service; (d) given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier; or (e) given by any other means, upon delivery at the address specified in this Section.

Section 5. *California Law.* This Deposit Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 6. *Severability.* If any part of this Deposit Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Deposit Agreement shall be given effect to the fullest extent reasonably possible.

Section 7. *Termination.* This Deposit Agreement may be terminated by either Party upon written notice to the other Party. If the Deposit Agreement is terminated by RMV, the School District may disburse funds from the Deposits only to pay Eligible Costs incurred for Project Activities through the date of RMV's written termination notice.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Deposit Agreement as of the date above.

CAPISTRANO UNIFIED SCHOOL DISTRICT,

By: _____
Dr. Joseph M. Farley, Superintendent

APPROVED AS TO FORM:

BOWIE, ARNESON, WILES &
GIANNONE, Attorneys for the
Capistrano Unified School District

By: _____
Alexander Bowie, Esq.

RMV COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: RMV COMMUNITY DEVELOPMENT
COMPANY, INC., a California
corporation, its sole member

By: _____
Dan Kelly
Its: Senior Vice President



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Public Economics, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Special services and advice in financial, economic, facilities, or administrative matters regarding payments to District from former Redevelopment Agencies (RDA's)

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on 5/15/12 and will diligently perform as required and complete performance by 5/14/13.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit B and/or proposal Exhibit A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

CONSULTANT NAME: _____ Contract No. _____

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: reasonable out-of-pocket expenses, including, but not limited to, travel administrative support costs (\$45/hr) photocopying, courier, database services. Contract not to exceed \$15,000.00.

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: NA

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	

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

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

- a. Exhibit A Scope of Work
- b. Exhibit B Fee Schedule
- c. Exhibit C

CONSULTANT NAME: Public Economics, Inc. Contract No. C1112116

This AGREEMENT is entered into this _____ Day of _____.

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Printed Name

Title

Board Approval Date

Social Security or Taxpayer Identification

Initials/Date _____

EXHIBIT A
Capistrano Unified School District
Consulting Services Regarding
Former Redevelopment Agencies

Scope of Work

The Scope of Work includes all the following tasks:

1. Update relevant parameters (including subordination status) under ABX1 26 for all District's pass-through entitlements from former RDAs, including:
 - Two pass-through agreements with former Capistrano RDA (Central Original Project) and former Mission Viejo RDA (Mission Viejo Project)
 - Two statutory 2 percent payments for former Capistrano RDA (Central Project 84-1 and 86-1)
 - Three statutory AB 1290 payments from former Capistrano RDA (Central Project 84-1 and 86-1) and former San Clemente RDA (Area #1 Project)

This includes determination of alternative last payment years consistent with all relevant time limitations under ABX1 26 as follows::

- Tax increment time limit in redevelopment plans
 - Tax increment dollar limit (cap) in redevelopment plans
 - Projected final dates of repayment of former RDA obligations in Successor Agencies' draft Recognized Payment Obligation Schedules ("ROPS")
2. Prepare independent, updated projections of the facilities portion of future pass-through payments to District in following order of priorities, based on District's relative reliance on pass-throughs to fund outstanding certificates of participation ("COPs"):
 - Pass-through agreement with former Capistrano RDA (first priority)
 - Pass-through agreement with former Mission Viejo RDA (second priority)
 - All statutory pass-throughs (third priority)

based on:

- Rigorous computer modeling of all components of contractual or statutory pass-through formulas for all entitlements
- Base year AV, adjusted base year AV, and current year AV, as well as District property tax shares, tax increment caps, and cumulative tax increment to date allocated to former RDAs
- Alternative assumptions regarding future AV growth, and pass-through implementation methods
- Evaluation of draft ROPS for Successor Agencies to former RDAs for Mission Viejo, San Clemente, and San Juan Capistrano, to determine probability of potential reduction in

subordinated pass-throughs pursuant to ABX1 26 (Health and Safety Code 34183(b)), and potential need to negotiate repayment of subordinated payments in those cases

3. Provide technical and other advice to District regarding ABX1 26 transition issues, including:
 - Change from (i) payments via warrant from former RDAs, to (ii) payments via electronic fund transfer (“EFT”) from County Auditor-Controller (“A-C”), who is now party responsible for making all pass-through payments
 - Possible combination of payments via warrant from Successor Agencies for first 50% of pass-throughs owed for FY 2011-12, and payments via EFT from County A-C for second 50% of pass-throughs owed for FY 2011-12
 - Any other related tasks requested by District

Phasing and Priorities

In addition to completion of Tasks 1 and 3, Consultant’s:

- First priority will be completion of Task 2 for District’s pass-through agreement with former San Juan Capistrano RDA
- Second priority will be completion of Task 2 for District’s pass-through agreement with former Mission Viejo RDA
- Third priority will be completion of Task 2 for District’s statutory pass-through entitlements

Limitations

If tasks or services are required or requested that are not included in the Scope of Work or for which inadequate budget is available (e.g., updated projections for all seven District pass-through entitlements), then such tasks may be identified as Additional Work.

EXHIBIT B
Capistrano Unified School District
Consulting Services Regarding
Former Redevelopment Agencies

Budget

The tasks shown in Exhibit A will be completed, subject to the Limitations shown in Exhibit A, for a not-to-exceed Budget of \$15,000, including reimbursement for reasonable out of pocket expenses.

Subject to the time limitations set forth in the Agreement, tasks will be billed at the following hourly rates:

Principals	\$250
Consultants*	\$170 to \$225
Research Assistants	\$110

* Specific billing rates will depend on the expertise of the individual professional performing the work

General Conditions

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work will be charged on a cost recovery basis. Consultant will submit monthly invoices to Client as set forth in Agreement. Each monthly invoice will show specific services provided and expenses incurred.

Some or all of the cost of services rendered under the Agreement may be reimbursed to District's general fund, in whole or in part, or otherwise paid directly, from the proceeds of RDA pass-through payments received by District; or with approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments; or with approval of the Commission on State Mandates, from the State of California.

Additional Work (if any) defined in Exhibit A will be clearly identified in each monthly invoice. Additional Work will be payable on a time and materials basis using the hourly rates shown above.

The need for Additional Budget (if any) will be identified prior to beginning or completing any task or portion thereof for which Additional Budget may be needed. Additional Budget (if any) will only be provided through amendment to this original Budget Exhibit B.



REQUEST FOR PROPOSALS

E-RATE CONSULTANT

RFP No. 2-1213

Contact: Terry Fluent, Director, Purchasing
(949) 234-9436

RFP Deadline: Tuesday, May 30 2012 – 2:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9444

GENERAL OVERVIEW/BACKGROUND

On February 8, 1996, President Clinton signed the Telecommunications Act of 1996. This law represented the first comprehensive revision of communications laws in this country in more than 60 years. The universal service section of this law assists schools and libraries obtain access to state of the art services and technologies at discounted rates known as "E-rates".

Since 1998, the District has received discounts on telecommunications, data circuits, servers, and technology infrastructure such as routers and switches totaling over approximately \$8,000,000. The process of applying for and receiving these discounts is complex. With an increase in the laws, rules and regulations, the process has grown beyond the District's ability to administer.

This District's Consulting Services Agreement would consist of an initial one-year term with four (4) one-year renewal periods at the option of the Board of Trustees. The firm awarded the contract will be required to sign the District's Standard Consultant Services Agreement. Sample included in RFP.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the executive search firm. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR E-RATE CONSULTANT

SCOPE OF SERVICES TO BE PROVIDED

Your response to the *Request for Proposals* must include sufficient evidence to document the firm's capability to perform, such as the experience and Proposals pertinent to the requirements of this request for Proposals.

Working with District staff, the consultant will:

1. Be available by phone, teleconference bridge, email, fax within same day, and have the ability to appear in person at the District within 24 hours.
2. Ensure that all forms and E-Rate-related processes are in compliance with USAC regulations.
3. Provide updates on the progress of all applications, reviews, modifications, and all E-Rate processes.
4. Maintain copies of all required E-Rate documentation for at least five years, in compliance with USAC policy.
5. Keep the District abreast of the changes in the E-Rate process and help staff to take advantage of newly eligible services and products.
6. Assist in the development of the District's Technology Plan. The District requires support to ensure the technology plan is always updated to meet the requirements of E-Rate regulations. Work would be done along with CUSD staff. Assist in making any necessary revisions to the existing Technology Plan, and facilitate the timely approval. Assure that the Technology Plan will meet both USAC and California-DOE requirements.
7. Work with staff to ensure that all eligible services and products, both currently in operation and those in the planning stages, are included in the District E-Rate process.
8. Evaluate the District status versus the "2-in-5" rule for Internal Connections, and develop strategies for maximizing the District access to Internal Connections funding.
9. Assist the District in the preparation of RFPs, ensuring that they comply with USAC requirements and are properly coordinated with the Form 470.
10. Prepare, submit, and ensure certification of the District Form 470s in an efficient and timely manner, providing the District with drafts for review during the form preparation.

11. Review and assist in the District bid process, to include assisting with vendor inquiries and assuring that bid evaluation and vendor selection processes and documentation comply with USAC requirements.
12. Verify that potential and selected service providers hold proper FCC USF certification.
13. Work with the District and service providers to obtain all information needed for preparation of funding requests and Item 21 attachments.
14. Prepare, submit, and ensure certification of the District Form 471s in an efficient and timely manner, providing the District with drafts for review during the form preparation.
15. Prepare and file Item 21 attachments to provide SLD's PIA reviewers with the required information.
16. Review Form 471 for possible changes after its submission and recommend necessary changes. Submit to SLD all necessary change requests as appropriate, including RAL changes, PIA corrections, SPIN changes, service substitutions, and Form 500.
17. Respond to PIA review questions to help ensure the best possible outcome of the review process.
18. Manage higher-level review and audit processes (including Selective Reviews) and make all appropriate responses to reviewers and auditors. Manage process in preparation of potential audits.
19. File Form 486 after verifying the District CIPA compliance, approval of the District Technology Plan, and service start dates of the District FRNs, and handle any review questions that may be received from SLD.
20. Work with the District and the District service providers to initiate E-Rate discounts on the District invoices in a timely manner. This would be a joint effort of the Consultant and CUSD to ensure that all discounts are received. This would include the Consultant monitoring payments to CUSD and interceding when necessary.
21. Work with the District to prepare and submit BEAR forms. Make all necessary contacts with service providers to ensure their certification of the BEAR forms.

END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of Proposals to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your Proposals for providing services related to the E-rate process. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Contract amount
 - b. Outline, in detail, the tasks your firm will perform to produce information and services requested under the “Scope of Services to be Provided”. As necessary, indicate any additional or optional tasks.
3. **Fees/Services Schedule** - You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP No. 2-1213, E-rate Consultant on a Labor Rate and Total Cost basis. Include the costs for E-rate services, cost for technology planning assistance and the cost for audit assistance. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.** Provide your fees on the Pricing Sheet included with this RFP.
4. **Additional Data** - Provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your Proposals and expertise.
5. **Certification** - Complete, sign, and date the enclosed “Certification” with this RFP.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 included with this RFP.
7. **Insurance** – Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. The insurance required for professional liability is \$1,000,000 minimum limit per occurrence; and for Errors & Omissions, \$2,000,000 minimum general aggregate. In addition, contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” No later than the actual start date, contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under aid policy. See attached sample in this RFP.
8. **W-9 Form** – All firms must provide the following documentation to the District: See attached sample in this RFP.
9. **Conflict of Interest Certification** - Included with this RFP.
10. **Non Collusion Declarification** – Included with this RFP.
11. **Tobacco Use Policy** – Included with this RFP.

END OF PROPOSAL FORMAT

AWARD

1. **Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for E-rate consultant services. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Proposals and availability of key persons to be assigned to the contract resulting from this solicitation.
 - b. Number of years of experience your firm has in this type of business and with accounts of this size.
 - c. Demonstrated competence in relative experience.
 - d. Experience in performance of comparable work.
 - e. Costs/fees.
 - f. Financial stability.
 - g. Conformance with the specifications of this RFP.

The Evaluation Committee may also contact and evaluate the firm's references; contact any vendor representative to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

3. **Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted. The firm awarded the contract will be required to sign the District's standard Consulting Services Agreement. Sample included in RFP.

KEY ACTION DATES

The anticipated schedule for completion of this Procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release/Advertise	May 15, 2012
Proposal Due Date	May 30, 2012 at 2:00 p.m.
Interviews	June 4 – June 8 2012
Board Approval	June 11, 2012

DRAFT

ADDITIONAL INFORMATION

All questions and requests for information must be made in writing and sent to:

Terry Fluent
Director, Purchasing
tfluent@capousd.org
Fax: (949) 493-4083

**CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED
HEREIN IS STRICTLY PROHIBITED.**

Proposals must be received by Wednesday, May 30, 2012, 2:00 p.m. addressed to:

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

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each firm.

The emphasis of your proposal should be on the completeness and clarity of content. RFP's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFP.

All materials submitted in response to this Request for Proposals shall become the property of the District and shall be considered a part of public record.

Capistrano Unified School District reserves the right to reject any or all Requests for Proposals.

Thank you for your participation!

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Services Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate

	Contract Price
Total Price for E-Rate Consultant Services	\$
Total Price for Technology Planning Services	\$
Total Price for Audit Assistance	\$
Grand Total for all Services	\$

 Print Name of Firm

 Authorized Signature

 Representative

 Federal I.D. #/License

 Date

**CERTIFICATION
REQUEST FOR PROPOSALS (RFP) NO. 2-1213
E-RATE CONSULTANT**

I certify that I have read the attached **Request for Proposals – (RFP) NO. 2-1213 E-RATE CONSULTANT**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check, W9, form, Non Collusion Declaration, Tobacco Use, Pricing Sheet, and Conflict of Interest Certification, and that I am authorized to commit the firm to the proposal submitted.

Signature	Typed or Printed Name
Title	Company
Address	Address
Telephone	Fax
Date	<p>If you are bidding as a corporation, please provide your corporate seal here:</p>
E-Mail Address	

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:

Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____
SIGNATURE AND DATE _____
TITLE OF OFFICER _____
NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | [Yes] | [No] |

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of DISTRICT did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each DISTRICT position held?

f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

DRAFT

Contract No. _____



CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("**Agreement**") is effective as of _____ between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**").

Consultant Name or Firm Name

WHEREAS, governing law permits District to enter into an agreement for the purposes of securing _____

_____ services; and,

WHEREAS, District _____ selected

(mention RFP if done)

Consultant to provide _____

_____ services.

The term of this base contract is for one year _____ with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) years.

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

Scope of Work. Consultant agrees to provide _____

services as set forth _____

(here or in Exhibit A)

Fees and Expenses. In consideration for the services provided by Consultant under this Agreement, District agrees to pay fees and expenses as set forth _____ The total amount of services requested by District and provided by

(here or in Exhibit B)

Consultant under this agreement shall not exceed \$ _____. This amount may be increased by mutual agreement of both parties.

Term of Agreement. This Agreement shall terminate upon the completion of the services contained herein but may be terminated earlier pursuant to the provisions of this Agreement. This Agreement may not be extended beyond three (3) years from the date of this Agreement.

Additional Terms. This Agreement contains additional terms that are set forth in the attached document titled "Consulting Services Agreement - Additional Provisions", which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the Additional Provisions as if such additional terms were set forth in full herein.

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

"CONSULTANT"

Signature: _____

Name: _____

Title: _____

Address: _____

Email address _____

FED/SSN _____

Contract No. _____

8. Return of District Property. Upon termination of the Agreement or earlier as requested by District, Consultant will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless. Consultant agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Consultant or its subcontractors, whether authorized by this Agreement or not. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of the Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.

Contract No. _____

18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.

Contract No. _____

EXHIBIT A
SCOPE OF WORK

Consultant agrees to provide the services as set forth in this Exhibit A to be completed on an as-needed, as-requested basis as follows:

EXHIBIT A

Contract No. _____

EXHIBIT B
FEES AND EXPENSES

District agrees to pay fees and expenses as set forth in this Exhibit B as follows:

SAMPLE



REQUEST FOR PROPOSALS

MASS NOTIFICATION SYSTEM

RFP No. 3-1213

Contact: Terry Fluent, Director, Purchasing
(949) 234-9436

RFP Deadline: Friday, June 1, 2012 – 2:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

Purchasing Department

33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9444

EXHIBIT 16

GENERAL OVERVIEW/BACKGROUND

The Capistrano Unified School District (CUSD) is seeking proposals for a Software as a Service (SaaS) mass notification service for communication in the K-12 school district environment. The service should include daily attendance, emergency communication, community outreach communications and survey management providing designated users the ability to call, email, and text message parents, staff, and all school community stakeholders in minutes.

- a. CUSD encompasses over 4,000 employees and 50,000 students spanning an area of roughly 195 square miles. With 56 campuses, it is the largest employer in south Orange County.
- b. On average the District sends 1.6 million phone calls and 400,000 emails from a mass notification system annually. We have over 220 active and trained users in the existing system.

This agreement would consist of an initial one-year term with four (4) one-year renewal periods at the option of the Board of Trustees. The firm awarded the contract will be required to sign the District's standard services agreement. Sample included in RFP.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the executive search firm. The District makes no representations that any contract will be awarded to any respondent.

The selection process will include a screening review and evaluation of proposals by District staff. All costs associated with any proposal shall be the sole responsibility of the proposer.

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR MASS NOTIFICATION SYSTEM

SCOPE OF SERVICES TO BE PROVIDED

Requirements: The requirements for the CUSD's Mass Notification System are listed below. The requirements are divided into 8 sections with multiple items per section. For each item, the proposer must provide documentation or a statement thereof to demonstrate they meet or exceed the outlined requirements. Please mark the column appropriately and annotate agreement or reference page number of the proposal in where you meet the requirements. Proposals will be evaluated on cost as well as the ability to provide services that can meet the requested requirements.

A. Company Experience & Stability

1. Describe company background, including years of experience providing a web-based, hosted, mass notification system to clients.
2. The provider must demonstrate a strong company background in providing mass notification systems for K-12 schools. Indicate the provider's focus on the unique needs of education as a customer base in their development and services roadmap.
3. The provider must give evidence of the long-term fiscal stability of the service provider. Whether publically or privately traded, provide fiscal reports or other annual fiscal audits that demonstrate evidence of financial security. Documents must be for the most recent closed fiscal year.
4. Provide customer references for five completed projects at institutions of similar size and mission currently serviced by the provider. Each reference must include: <ul style="list-style-type: none">• the institution name and business address;• the name, title, and telephone number of the company contact knowledgeable about the project work;• the number of annual messages sent for each of the listed institutions

B. System Delivery

5. The proposed system must not require the purchase or installation of any hardware, software, or phone lines, whether onsite or offsite.
6. The provider must have secured Service Level Agreements or equivalent that guarantee call capacity of at least 2 million 60-second voice messages, 1 million text messages via SMS, and 1 million emails and text messages via email gateways per hour.
7. The provider must have system redundancies to ensure call delivery, such as multiple telecommunications providers. Please describe.
8. The provider must have system delivery throttling capability so that both emails and phone calls can be throttled to avoid overflowing the local switch network. Describe this functionality in detail.
9. State the highest volume of voice messages delivered to unique phone numbers

through your SaaS application within a concurrent 24-hour period. This number must exceed 10 million messages in the 24-hour period.
10. State the monthly average volume of calls and text-based messages through your system.
11. State the annual volume of calls and text-based messages through your system in 2011.
12. Cite evidence of experience in successful call delivery during times of highly impacted capacity (e.g. hurricane, flood, earthquake, fire, or storm) and metrics around it.
13. The provider must state uptime for the system for the past 3 (three) years. Uptime must include scheduled maintenance. Describe process for maintenance and uptime service level agreement.
14. The provider must describe its disaster recovery plan.
15. The provider must describe any failures in the past 3 (three) years.

C. System Security

16. The provider information security policies are documented and available to clients upon request
17. The provider must provide a description of their policy regarding storage, retention, and distribution of data. The provider must state the company data non-release policy.
18. The provider must allow the District to review internal and/or 3 rd party audits.
19. The provider must be able to warrant that they provide background checks on all employees, and/or that only employees who have undergone said background checks will have access to client data.
20. The provider must explain internal company protocols regarding the handling of client data. The provider must require all employees to sign data handling agreements at hire.
21. The provider must certify that it employs and will continue to employ a dedicated CISSP certified security manager or the equivalent in certification to test the system and run ongoing checks/improvements.
22. The provider must offer a call authorization feature that enables two or more authorized personnel to grant permission prior to a district-wide notification being sent.
23. The provider must offer a PIN feature that allows the user to confirm that the correct message recipient is listening before the message is delivered.
24. The provider must be able to provide access limitations based upon district roles, and give the site system administrator a tool to modify access rights at the individual level. The provider's system must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel.

D. Data Integration

25. The provider must be able to facilitate unattended, automated, and secured contact data upload and update from the institution's existing HR system QSS and Student Information System (SIS) Aeries or other database system. Please describe.
26. Place no limitations on the number of times data transfers can be performed from the district's SIS Aeries and HR QSS system. Please describe; ideally fees will not be required for this service.
27. Explain any additional systems the provider has integrated with, if any (such as SchoolLoop, or a LMS, or Textbook or Nutrition Application).

E. System Features

28. The system must be able to send multi-modal messages – phone, email, and text message – to multiple types of devices, including landlines, cell phones, Smartphones, email inboxes, fax machines, and pagers.
29. The system must be able to deliver to third party devices such as digital signage, campus alert systems, etc., via RSS and/or CAP.
30. The provider must allow external systems to integrate via APIs. Describe this functionality.
31. Allow for secure and direct publishing to Facebook, Twitter, and other social media applications.
32. Allow for rich-text HTML enabled e-mails.
33. Allow the user to attach documents within e-mails. Describe this functionality.
34. Allow users to select the type of message to send – voice, text, or voice and text. The system must offer the ability to deliver messages in the user's own voice, via text-to-speech, or a blend of the two that allows for the seamless, interlaced integration of user provided voice content with text-to-speech content. What is the quality of the voice? Please describe.
35. Permit users to include personalized contact information such as contact's name, school name, date, library balance, cafeteria balance, grades, periodic attendance or whatever customized "flexfield" content users need to deliver to recipients. Describe this "flexfield" functionality.
36. Provide the ability to extract home language from a client database field and enable the automatic distribution of messages in a contact's preferred home language. Describe this process.
37. Allow for the quick and easy translation of English-language content into other languages for both text-based and voice messages. Describe this functionality.
38. Record and archive messages for future delivery.
39. Provide ability to create message templates allowing for the quick or one-click send of messages. Spell check feature available.
40. Provide ability for authorized users to easily access different schools for messaging purposes, with only one user account.
41. Provide the ability for users to create multiple custom Caller ID profiles that can be selected during the message creation process, allowing for multiple messages to be sent simultaneously, each with its own Caller ID.
42. Provide the ability for users to create multiple custom Email ID profiles than can be selected during the message creation process, allowing for multiple

messages to be sent simultaneously, each with its own Email ID.
43. Provide a toll-free number for recipients to retrieve previously sent phone messages.
44. Allow for the manual creation and automatic import of an unlimited number of recipient groups.
45. Allow for the construction of dynamic groups that will select all contacts meeting user-designed dynamic criteria at the time of message delivery, ensuring the most up-to-date and accurate message delivery.
46. Provide a call cancellation button that allows the user to stop an outgoing call in process.
47. Automatically retries unsuccessful phone attempts in order to maximize the number of successful phone deliveries. Describe this functionality.
48. Provide a zero retry option.
49. Provide ability to schedule a recurring message.
50. Provide calling based upon district-provided GIS coordinates.
51. Provide ability to upload GIS-created shape files save them for future use.
52. Contain pre-loaded K-12 specific scripts tied to the district's calendar
53. Automatically de-duplicate phone numbers to ensure the same number is not called more than once for a given call.
54. Provide the ability to send voice and text-message (SMS) notifications to international phone numbers.
55. Provide the ability for families to manage their own profile thru a portal interface.
56. Describe how the receiver can easily replay a message or pick-up a previously sent message.
57. Describe how the receiver would opt-out from receiving non-emergency messages.
58. Describe how the receiver can select their preferred method or type of call/message.
59. Describe how the provider can deliver a survey with multiple questions per call or message type.
60. Describe future updates and/or enhancements on provider's roadmap and the process for requesting feature improvements.
61. <i>(this is an optional feature but would like to see if possible with provider's solution.)</i> Describe how provider's system could act as listserv solution in that it could provide a public facing communication interface where stakeholders could subscribe to a CUSD/school site listserv messaging service. <ul style="list-style-type: none"> • Describe how the district would set up a listserv public message group and how that group would be managed differently than the district or site group maintained for internal communications (not meant for public subscribers). • Describe how our existing Lyris Listserv tool would be integrated into the provider's solution. Describe how existing listserv groups would be imported and updated. • Describe the provider's listserv solution in regards to its capacity and limitations in message size, attachments, format, quantities, etc.

F. Reporting

62. Provide graphical and informational reports documenting notification results.
63. Provide adequate reporting to demonstrate that usage of the notification system supports administrative standards for community outreach, safety plans, and other annual mandated reporting.
64. Allow for the building of customized, post-message reports to better meet the needs of each and every user.
65. Provide at-a-glance, real-time reports of currently sending messages.
66. Provide time of completion of all first call attempts, indicating the speed at which the message reached the majority of phone recipients.
67. Provide history of contact data imports including date, time, a high-level results view and in-depth, downloadable results.
68. Provide recipient-specific message history, delivering results by mode for each message along with a downloadable report that provides comprehensive information for every call and delivery mode for a given recipient.
69. Provide contact data metrics during the message creation process informing users of the number of modes (phone, email, etc...) and number of languages associated with the currently selected contacts.

G. Call Send Process

70. Provide an intuitive and user friendly web interface that allows users to quickly create a multimodal message from one screen, without requiring a multi-step "wizard" process.
71. Provide the ability for the call send process to work from any web-enabled computer. Provide browser minimums.
72. Provide a telephone-only access method to send calls if the client is unable to access the web interface for any reason. This process should be simple, secure, and must not require operator intervention.
73. Provide an iPhone/iPad/Droid/BlackBerry application that combines the best features of the web-interface with the speed and convenience of a Smartphone app.
74. Provide a two-click ability to send messages to the desired recipients and modes.
75. Provide one-click resend option that allows the user to easily pick-and-choose from several options as to which results are retried for resending unsuccessful calls.

H. Customer Implementation, Training and Support

76. Present a detailed implementation plan with a timeline from contract signature through user training with clearly identified roles and responsibilities for both provider and client. The plan must be able to be completed within 30 days of the date the contract is signed.
77. Present (during the implementation and training phase) an articulated plan for best practices for use and how the system adheres to existing client protocols for communication.
78. Include initial onsite training for authorized users in stated cost.

79. Provide printed training manuals as well as suggestions for use and best practices as part of the training process.
80. Offer unlimited 24/7/365 support through a toll-free phone number at no additional cost.
81. Provide full-time, company-employed customer service professionals who are trained specifically to support the needs of K-12 public schools.
82. Require background checks for all support personnel before hiring
83. Provide assurance that your company does not outsource customer support.
84. Articulate specific examples of assistance provided throughout the year to meet the needs of educators.
85. Provide redundant client care personnel available across multiple time zones and locations.

I. Cost

86. Detail how cost is calculated including over 220 users, all messaging types, family portal access (if available), training (face-2-face and online), data migration, integration and automation including technical support during transition.
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END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of Proposals to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your Proposals for providing services related to a mass notification system installation and support. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Contract amount
 - b. Outline, in detail, the tasks your firm will perform to produce information and services requested under the “Scope of Services to be Provided”. As necessary, indicate any additional or optional tasks.
3. **Fees/Services Schedule** - You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP No. 3-1213, Mass Notification System on a Labor Rate and Total Cost basis. Include the costs for over 220 users, all messaging types, family portal access (if available), training (face-2-face and online), data migration, integration and automation including technical support during transition. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.** Provide your fees on the Pricing Sheet included with this RFP.
4. **Additional Data** - Provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your Proposals and expertise.
5. **Certification** - Complete, sign, and date the enclosed “Certification” with this RFP.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 included with this RFP.
7. **Insurance** – Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. The insurance required for professional liability is \$1,000,000 minimum limit per occurrence; and for Errors & Omissions, \$2,000,000 minimum general aggregate. In addition, contractor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” No later than the actual start date, contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under aid policy. See attached sample in this RFP.
8. **W-9 Form** – All firms must provide the following documentation to the District: See attached sample in this RFP.
9. **Conflict of Interest Certification -** Included with this RFP.
10. **Non Collusion Affidavit** – Included with this RFP.
11. **Tobacco Use Policy** – Included with this RFP.

END OF PROPOSAL FORMAT

AWARD

1. **Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for a Mass Notification System. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.

2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Proposals and availability of key persons to be assigned to the contract resulting from this solicitation.
 - b. Number of years of experience your firm has in this type of business and with accounts of this size.
 - c. Demonstrated competence in relative experience.
 - d. Experience in performance of comparable work.
 - e. Costs/fees.
 - f. Financial stability.
 - g. Conformance with the specifications of this RFP.

The Evaluation Committee may also contact and evaluate the firm's references; contact any vendor representative to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

- 3. Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted. The firm awarded the contract will be required to sign the District's standard agreement. Sample included in RFP.

KEY ACTION DATES

The anticipated schedule for completion of this Procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release/Advertise	May 18, 2012
Proposal Due Date	June 1, 2012 at 2:00 p.m.
Interviews	June 4- June 29 2012
Board Approval	July 25, 2012

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ADDITIONAL INFORMATION

All questions and requests for information must be made in writing and sent to:

Terry Fluent
Director, Purchasing
tfluent@capousd.org
Fax: (949) 493-4083

**CONTACT WITH ANYONE OTHER THAN THE INDIVIDUAL NAMED
HEREIN IS STRICTLY PROHIBITED.**

Proposals must be received by Friday, June 1, 2012, 2:00 p.m. addressed to:

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

Solicitation Disclaimer: All proposals received as part of this solicitation become the property of the Capistrano Unified School District upon submission. The cost to prepare and submit the proposals becomes the sole expense of each firm.

The emphasis of your proposal should be on the completeness and clarity of content. RFP's may be rejected if not prepared in the format described, if submitted without all required information and signatures, or by failing to adhere to all requirements as stated in the RFP.

All materials submitted in response to this Request for Proposals shall become the property of the District and shall be considered a part of public record.

Capistrano Unified School District reserves the right to reject any or all Requests for Proposals.

Thank you for your participation!

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate

	Contract Price
Price for over 220 users	\$
All messaging types	\$
Family Portal Access	\$
Training/online and face-2-face	\$
Data Migration	\$
Integration and Automation	\$
Technical Support during transition	\$
TOTAL CONTRACT PRICE	\$

 Print Name of Firm

 Authorized Signature

 Representative

 Federal I.D. #/License

 Date

**CERTIFICATION
REQUEST FOR PROPOSALS (RFP) NO. 3-1213
MASS NOTIFICATION SYSTEM**

I certify that I have read the attached **Request for Proposals – (RFP) NO. 3-1213 MASS NOTIFICATION SYSTEM** and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check, W9, form, Non Collusion Declaration, Tobacco Use, Pricing Sheet, and Conflict of Interest Certification, and that I am authorized to commit the firm to the proposal submitted.

_____ Signature	_____ Typed or Printed Name
_____ Title	_____ Company
_____ Address	_____ Address
_____ Telephone	_____ Fax
_____ Date	
_____ E-Mail Address	

If you are bidding as a corporation, please provide your corporate seal here:

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

See the following example.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONFLICT OF INTEREST CERTIFICATION

All proposers/firms shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____
SIGNATURE AND DATE _____
TITLE OF OFFICER _____
NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the DISTRICT in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]
- Part-Time employee? [Yes] [No]
- As-Needed employee? [Yes] [No]
- Consultant? [Yes] [No]
- Or other, please

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of DISTRICT did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each DISTRICT position held?

f. What was your last date of employment?

2. Do any Board of Education Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the DISTRICT? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

DRAFT

Contract No. _____



CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is effective as of _____ between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant").

Consultant Name or Firm Name

WHEREAS, governing law permits District to enter into an agreement for the purposes of securing _____

_____ services; and,

WHEREAS, District _____ selected

(mention RFP if done)

Consultant to provide _____

_____ services.

The term of this base contract is for one year _____ with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of three (3) years.

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

Scope of Work. Consultant agrees to provide _____

services as set forth _____

(here or in Exhibit A)

Fees and Expenses. In consideration for the services provided by Consultant under this Agreement, District agrees to pay fees and expenses as set forth _____ The total amount of services requested by District and provided by

(here or in Exhibit B)

Consultant under this agreement shall not exceed \$ _____. This amount may be increased by mutual agreement of both parties.

Term of Agreement. This Agreement shall terminate upon the completion of the services contained herein but may be terminated earlier pursuant to the provisions of this Agreement. This Agreement may not be extended beyond three (3) years from the date of this Agreement.

Additional Terms. This Agreement contains additional terms that are set forth in the attached document titled "Consulting Services Agreement - Additional Provisions", which by this reference are incorporated herein. District and Consultant acknowledge, and agree to be bound by, the terms set forth in the Additional Provisions as if such additional terms were set forth in full herein.

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

"CONSULTANT"

Signature: _____

Name: _____

Title: _____

Address: _____

Email address _____

FED/SSN _____

Contract No. _____

8. Return of District Property. Upon termination of the Agreement or earlier as requested by District, Consultant will deliver to District any and all District Property including but not limited to District provided information, intellectual property, and equipment of District. Consultant further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time with or without notice.
9. Hold Harmless. Consultant agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Consultant or its subcontractors, whether authorized by this Agreement or not. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Consultant agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability, which may arise out of the Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to the Agreement at the addresses given in the Agreement.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
17. Nondiscrimination. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.

Contract No. _____

18. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.

Contract No. _____

EXHIBIT A
SCOPE OF WORK

Consultant agrees to provide the services as set forth in this Exhibit A to be completed on an as-needed, as-requested basis as follows:

SALE

Contract No. _____

EXHIBIT B
FEES AND EXPENSES

District agrees to pay fees and expenses as set forth in this Exhibit B as follows:

SAMPLE

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Bid No. 1011-13 – Snack and Beverage Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-13, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$500,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**A & R WHOLESALE
DISTRIBUTORS, INC.**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Proposed 2012-2013 Unit Bid Price
1.	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	\$10.24
2.	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	\$10.24
3.	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	\$10.24
4.	Rips Juice, Kiwi Strawberry 100% Juice	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	\$26.32
5.	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	\$26.32
6.	Fruit 66 - All Flavors Cans	Fruit 66			2453 cases	24 units per case @ 8 oz per unit	Case	\$10.88
7.	Gatorade - All Flavors Plastic Bottle	Pepsi			2203 cases	48 units per case @ 12 oz per unit	Case	\$11.80
8.	Gatorade - All Flavors Plastic Bottle	Pepsi			11925 cases	24 units per case @ 20 oz per unit	Case	\$17.38
9.	Izze Sparkling 100% Juice	Izze			3747 cases	24 units per case @ 8.4 oz per unit	Case	\$12.47
10.	Apple Juice 100% Juice Box	Apple Eve	& Juice Bowl			44 units per case @ 4.23 oz per unit		\$9.24
11.	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	\$14.92

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Proposed 2012-2013 Unit Bid Price
12.	Milk, Chocolate Shelf Stable	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	<i>not available</i>
13.	Milk, Vanilla Shelf Stable - Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	<i>not available</i>
14.	Water, Bottled Sport cap	Arrowhead			7858 cases	24 units per case @ 23.7 oz per unit	Case	\$5.65
15.	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	\$3.39
16.	Water, Bottled	Nestle			2011 cases	48 units per case @ 8 oz per unit	Case	\$6.25
17.	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	\$12.39
18.	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65
19.	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65
20.	Corn Nuts, BBQ Bag Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	\$42.12
21.	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	\$42.12
22.	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	\$42.12
23.	Cheetos, Baked Crunch	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	\$24.89
24.	Cheetos, Baked Hot Bag	Frito Lay			2478 cases	64 units per case @ 1.5 oz per unit	Case	\$24.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Proposed 2012-2013 Unit Bid Price	
25.	Cheetos, Flamin Hot	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	\$24.65	
26.	Doritos, Baked Nacho Bag	Frito Lay			1152	16 cases = 1152 units	72 units per case @ 1.375 oz per unit	Case	\$17.10
					1152	units	88 units per case @ 1.375 oz per unit	Case	\$20.90
27.	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	\$17.10	
28.	Doritos, Reduced Fat, Cool Ranch	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	\$17.10	
29.	Doritos, Reduced Fat Sweet Chili	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	\$17.10	
30.	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	\$24.89	
31.	Lays, Baked Regular Bag	Frito Lay			1 cases	64 units per case @ 1.125 oz per unit	Case	\$24.89	
32.	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	\$24.89	
33.	Ruffles, Baked Cheddar Sour Cream	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	\$24.89	
34.	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	\$24.89	

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Proposed 2012-2013 Unit Bid Price
35.	Munchies, Flamin Hot Mix	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	<i>discontinued</i>
36.	Quaker Baked Ultimate	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	\$24.89
37.	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	\$24.89
38.	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	\$24.65
39.	Pretzel, Buttery Bag	Snak Club			300 cases	200 units per case @ .75 oz per unit	Case	<i>no bid</i>
			Snyders			cases	88 units per case @ .9 oz per case	Case
40.	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	\$24.65
41.	Tostitos Scoop, Bakes	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	\$17.10
42.	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	\$14.94
43.	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	<i>discontinued</i>
44.	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	\$16.68
45.	Popcorn, Low Fat Fresh	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	\$5.36
46.	Popcorn, Sweet & Tangy BBQ	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	\$16.68

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Proposed 2012-2013 Unit Bid Price
47.	Chicharinas, Chili Lime Bag	Rudolphs			154 cases	40 units per case @ 1 oz per unit	Case	<i>no bid</i>
48.	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit	Case	\$20.65
49.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46
50.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46
51.	V8 100% Vegetable Juice Can	Campbell			480	20 cases = 480 units	24 units per case @ 11.5 oz	\$11.92
							48 units per case @ 5.5 oz	\$23.98



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

March 21, 2012

Russell Irwin, Key Account Manager
A & R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA. 92807

Subject: Bid No. 1011-13 – Snack and Beverage Products

Dear Mr. Irwin:

Your current contract for snack and beverage products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing

enc.



A&R WHOLESALE DIST., INC.

Date: April 17, 2012

To: Debbie Henningsen

From: Sang Kim

Re: Capistrano USD Snack & Beverage Bid Extension 12-13

Dear Debbie,

Thank you for the opportunity to offer Capistrano USD a price extension for the 2012-2013 school years. I have enclosed the list of items A & R Wholesale Distributors has on quote with you, that includes actual usage, last year prices and the 2012-2013 prices we are able to offer your district for you to review.

Some prices remained the same and there were some manufacturer price increases.

Thank you for your continuing support and please let me know if you have any questions or you notice items missing that you would like pricing for.

Best regards,

Sang Kim
A & R Wholesale Distributors

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

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.	00969	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	9.45
2.	00970	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	9.45
3.	00971	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	9.45
4.	12002	Rips Juice, Kiwi Strawberry 100% Juice Pouch	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	23.88

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.	12001	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	23 ⁸⁸ -
6.		Fruit 66 - All Flavors Can	Fruit 66	SWITCH	SEE LIST	2,453 cases	24 units per case @ 8 oz per unit	Case	10 ⁸⁸ - +CRV
7.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			2,203 cases	48 units per case @ 12 oz per unit	Case	22 ²⁰ - +CRV
8.	SEE LIST	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	16 ³⁹ - +CRV
9.	SEE LIST	Izze Sparkling 100% Juice Can	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	12 ⁴⁷ - +CRV
10.		Apple Juice 100% Juice Box	Apple & Eve	JUICE BOWL	SEE LIST	56 cases	40 units per case @ 4.23 oz per unit 44/CT	Case	8 ¹⁷ -
11.	SEE LIST	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	13 ⁷⁹ -

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
12.	83101	Milk, Chocolate Shelf Stable Aseptic Box	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
13.	64010	Milk, Vanilla Shelf Stable Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	11 ⁴⁴
14.	005611	Water, Bottled Sport-cap	Arrow head			7,858 cases	24 units per case @ 23.7 oz per unit	Case	5 ⁶⁵ +CRV
15.	005608	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	3 ³⁹ +CRV
16.	005656	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	6 ²⁵ +CRV
17.	SEE LIST	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	12 ³⁹ +CRV
				JUICE BOWL	SEE LIST				11 ⁷⁹ +CRV
18.	11609	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵

A&R WHOLESALE DISTRIBUTORS INC

Snack and Beverage Products
 Bid No. 1011-13

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
19.	11603	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	20 ⁶⁵
20.	080700	Corn Nuts, BBQ Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
21.	080702	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
22.	080710	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	39 ⁹⁹
23.	080392	Cheetos, Baked Crunch Bag	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
24.	080393	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	22 ⁹²
25.	080440	Cheetos, Flamin Hot Bag	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
26.	080336	Doritos, Baked Nacho Bag	Frito Lay			16 cases	72 units per case @ 1.375 oz per unit 88/CT	Case	20 ⁰⁶
27.	080335	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	16 ⁴²
28.	081091	Doritos, Reduced Fat, Cool Ranch Bag	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
29.	49093	Doritos, Reduced Fat Sweet Chili Bag	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	16 ⁴²
30.	080400	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
31.	080401	Lays, Baked Regular Bag	Frito Lay			1 case	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
32.	49052	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²

Snack and Beverage Products
 Bid No. 1011-13

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
33.	080391	Ruffles, Baked Cheddar Sour Cream Bag	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	22 ⁹²
34.	080333	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	22 ⁹²
35.	49091	Munchies, Flamin Hot Mix Bag	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	23 ¹²
36.	080447	Quaker Baked Ultimate Cheddar Bag	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	20 ⁹⁰
37.	080423	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	22 ⁹²
38.	080456	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	20 ⁰⁶
39.	081808	Pretzel, Buttery Bag	Snak Club	Snyder's		300 cases	200 units per case @ .75 oz per unit 88/9 oz	Case	15 ²⁹

Snack and Beverage Products
 Bid No. 1011-13

Company Name

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.	081092	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	23 ⁷²
41.	42537	Tostitos Scoop, Bakes Bag	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	16 ⁴²
42.	080455	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	14 ⁹⁴
43.	20097	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	19 ⁹⁷
44.	181975	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸
45.	081510	Popcorn, Low Fat Fresh Bag	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	4 ⁹⁸
46.	100182	Popcorn, Sweet & Tangy BBQ Kettlecorn Bag	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	16 ⁶⁸

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yr Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Chicharinas, Chili Lime Bag	Rudolphs			154	40 units per case @ 1 oz per unit	Case	N/A
48.	888060	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit		2045
49.	18867	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit		1446 +CRV
50.	18866 <i>Plu</i>	V8V.Fusion 100% Juice Can Flavor: Strawberry-Banana	Campbell			520 cases	24 units per case @ 8.0 oz per unit <i>24/8 oz</i>		1446 +CRV
51.	00228 <i>002300</i>	V8 100% Vegetable Juice Can	Campbell			20 cases	<i>24/11.5 oz</i>		1192 +CRV
	<i>TBD</i>						<i>48/5.5 oz</i>		2398 +CRV

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign

to DISTRICT all rights, title and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that Russell Edwin whose title is KEY ACCOUNT MANAGER authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

- Yes, other public agencies may purchase from this Bid.
- No, other public agencies may not purchase from this Bid.

I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

- Extension option for one year: option granted option not granted
MUTUALLY AGREED EXTENSION
- Extension option for a second year: option granted option not granted
MUTUALLY AGREED EXTENSION

J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Russell Edwin the KEY ACCOUNT MANAGER (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

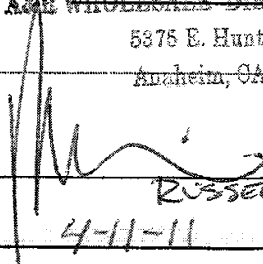
Other Partners: _____

CORPORATION

Name: A&R WHOLESALE DISTRIBUTORS INC

(a CALIFORNIA Corporation*)

Business Address: A&R WHOLESALE DISTRIBUTORS INC
5375 E. Hunter Ave.
Anaheim, CA 92807

Signed by: , President**,
Russell Elmer

Dated: 4-11-11

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

CONTRACT TERM

The term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with two (2) one-year renewal terms at the option of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
1.	Apple Splash 100% Juice Pouch	Capri Sun			337 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
2.	Berry Breeze 100% Juice Pouch	Capri Sun			635 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
3.	Fruit Dive 100% Juice Pouch	Capri Sun			580 cases	40 units per case @ 6.75 oz per unit	Case	\$9.45	\$10.24
4.	Rips Juice, Kiwi Strawberry 100% Juice	Cool Tropics			525 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$26.22
5.	Rips Juice, Blue Razz 100% Juice Pouch	Cool Tropics			762 cases	60 units per case @ 4 oz per unit	Case	\$23.88	\$26.22
6.	Fruit 66 - All Flavors Cans	Fruit 66	SWITCH 100%		2,453 cases	24 units per case @ 8 oz per unit	Case	\$10.88	\$10.88
7.	Gatorade - All Flavors Plastic Bottle	Pepsi		24 units per case	2,203 cases	48 units per case @ 12 oz per unit	Case	\$22.20	\$11.80
8.	Gatorade - All Flavors Plastic Bottle	Pepsi			11,925 cases	24 units per case @ 20 oz per unit	Case	\$16.39	\$17.38
9.	Izze Sparkling 100% Juice	Izze			3,747 cases	24 units per case @ 8.4 oz per unit	Case	\$12.47	\$12.47
10.	Apple Juice 100% Juice Box	Apple & Eve			2,240 cases	2240 units = 56 cases 40 units per case @ 4.23 oz per unit 44 units per case @ 4.23 oz per unit	Case	\$8.17/cs \$0.18568/unit	\$9.24

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
11.	Fruit Punch 100% Juice Pouch	HC Plus			580 cases	72 units per case @ 4 oz per unit	Case	\$13.79	\$14.92
12.	Milk, Chocolate Shelf Stable	Team Blitz			454 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44	Temp. N/A
13.	Milk, Vanilla Shelf Stable Aseptic Box	Team Blitz			237 cases	48 units per case @ 8.5 oz per unit	Case	\$11.44	Temp. N/A
14.	Water, Bottled Sport cap	Arrowhead			7,858 cases	24 units per case @ 23.7 oz per unit	Case	\$5.65	\$5.65
15.	Water, Bottled	Nestle			337 cases	24 units per case @ 16.9 oz per unit	Case	\$3.39	\$3.39
16.	Water, Bottled	Nestle			2,011 cases	48 units per case @ 8 oz per unit	Case	\$6.25	\$6.25
17.	Juice, 100% All Flavors Can	Welchs			492 cases	24 units per case @ 11.5 oz per unit	Case	\$12.39	\$12.39
18.	Chex Mix, Hot & Spicy Bag	General Mills			165 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65	\$20.65
19.	Chex Mix, Traditional Bag	General Mills			390 cases	60 units per case @ 1.75 oz per unit	Case	\$20.65	\$20.65
20.	Corn Nuts, BBQ Bag Bag	Kraft			39 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
21.	Corn Nuts, Chili Picante Bag	Kraft			25 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
22.	Corn Nuts, Ranch Bag	Kraft			100 cases	144 units per case @ 1.4 oz per unit	Case	\$39.99	\$42.12
23.	Cheetos, Baked Crunch	Frito Lay			5 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$24.89
24.	Cheetos, Baked Hot Bag	Frito Lay			2,478 cases	64 units per case @ 1.5 oz per unit	Case	\$22.92	\$24.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
25.	Cheetos, Flamin Hot	Frito Lay			295 cases	104 units per case @ 1 oz per unit	Case	\$23.72	\$24.65
26.	Doritos, Baked Nacho Bag	Frito Lay			1152 16 cases = 1152 units	72 units per case @ 1.375 oz per unit	Case		\$17.10
					1,152 units	88 units per case @ 1.375 oz per unit	Case	\$20.06/cs \$0.2279/unit	\$20.90
27.	Doritos, Reduced Fat Bag	Frito Lay			289 cases	72 units per case @ 1.5 oz per unit	Case	\$16.42	\$17.10
28.	Doritos, Reduced Fat, Cool Ranch	Frito Lay			154 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$17.10
29.	Doritos, Reduced Fat Sweet Chili	Frito Lay			143 cases	72 units per case @ 1.0 oz per unit	Case	\$16.42	\$17.10
30.	Lays, Baked BBQ Bag	Frito Lay			370 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
31.	Lays, Baked Regular Bag	Frito Lay			1 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
32.	Lays, Baked South Western Bag	Frito Lay			46 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
33.	Ruffies, Baked Cheddar Sour Cream	Frito lay			624 cases	64 units per case @ 1.125 oz per unit	Case	\$22.92	\$24.89
34.	Munchies, Hot Mix Bag	Frito Lay			17 cases	64 units per case @ 2.0 oz per unit	Case	\$22.92	\$24.89

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
35.	Munchies, Flamin Hot Mix	Frito Lay			57 cases	104 units per case @ 1 oz per unit	Case	\$23.72	Discontinued
36.	Quaker Baked Ultimate	Frito Lay			215 cases	64 units per case @ 1.75 oz per unit	Case	\$20.90	\$24.89
37.	Pretzel, Rolled Gold Bag	Frito lay			227 cases	64 units per case @ 2 oz per unit	Case	\$22.92	\$24.89
38.	Pretzel, Tiny Twist Bag	Frito Lay			8 cases	88 units per case @ 1 oz per unit	Case	\$20.06	\$24.65
39.	Pretzel, Buttery Bag	Snak Club			300 cases	200 units per case @ .75 oz per unit	Case		NO BID
			Snyders			cases	88 units per case @ .9 oz per case	\$15.29	\$15.29
40.	Fantastix, Chili Cheese Bag	Frito Lay			43 cases	104 units per case @ 1 oz per unit	Case	\$23.72	\$24.65
41.	Tostitos Scoop, Bakes	Frito Lay			630 cases	72 units per case @ .875 oz per unit	Case	\$16.42	\$17.10
42.	Fritos, Corn Chips Bag	Frito Lay			315 cases	120 units per case @ .75 oz per unit	Case	\$14.94	\$14.94
43.	Popcorn, Kettlecorn Bag	Jonny Rapp's			250 cases	90 units per case @ 1 oz per unit	Case	\$19.97	Discontinued
44.	Popcorn, Kettlecorn Bag	Indiana			231 cases	48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68
45.	Popcorn, Low Fat Fresh	Cal Snack			424 cases	24 units per case @ 1.25 oz per unit	Case	\$4.98	\$5.36
46.	Popcorn, Sweet & Tangy BBQ	Indiana			250 cases	48 units per case @ 1 oz per unit	Case	\$16.68	\$16.68
47.	Chicharinas, Chili Lime Bag	Rudolphs			154 cases	40 units per case @ 1 oz per unit	Case	NO BID	

CAPISTRANO UNIFIED SCHOOL DISTRICT
 SNACK AND BEVERAGE PRODUCTS
 BID NO. 1011-13
 PROPOSED 2012-2013 UNIT BID PRICING

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	*A & R Wholesale Distributors Inc.	Proposed 2012-2013 Unit Bid Price
48.	Lava Bites, Whole Grain Bag	MJM			108 cases	60 units per case @ 1.5 oz per unit	Case	\$20.45	\$20.65
49.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$14.46
50.	V8V.Fusion 100% Juice Can Flavor: Pomgranate	Campbell			520 cases	24 units per case @ 8.0 oz per unit	Case	\$14.46	\$14.46
51.	V8 100% Vegetable Juice Can	Campbell			480 cases = 480 units	24 units per case @ 5.5 oz per unit 24 units per case @ 11.5 oz 48 units per case @ 5.5 oz	Case	\$11.92/cs \$0.49666/can \$23.98/cs \$0.4995/can	\$11.92 \$23.98

EXTENSION OF AGREEMENT NO. I1112002

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALL GREEN ELECTRONICS RECYCLING, LLC

Independent Contractor Agreement No. I1112002 called for an original contract period of May 26, 2011 through June 30, 2012.

The contract with All Green Electronics Recycling, LLC, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$3,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 25, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

All Green Electronics Recycling, LLC

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

1. Guaranteed HD destruction --- no certification	\$4 per drive
2. Certified Data destruction	\$6 per drive
3. DOD Certified wipe (seven wipes)	\$18 per drive
4. Certified Physical HD Destruction	\$25 per drive
5. Secure Cage Removal	\$150: any # that fits

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

Exhibit A (4 pages)

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
<u>Televisions & Monitors (CRTs, LCD, Projection , Etc.)</u>	<u>\$.10 per pound</u>
<u>Computers (Desktop, Tower, Laptop, Server, Etc.)</u>	<u>\$.10 per pound</u>
<u>Cellular Phones</u>	<u>\$.10 per pound</u>
<u>All other electronics</u>	<u>No fee and no payment</u>

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
- This same certificate is offered free of charge to all businesses and residents who recycle their electronics through our company.
- The following attachment details this concept and provides an example of this certificate.

ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

3. Yes, the All Green staff is bonded and cleared to visit school sites. All Green can provide a Certificate of Insurance, if necessary, as well.
4. Yes, All Green offers guaranteed data destruction of hard drives with a Certificate of Destruction based on the fee structure above. This fee can be subtracted from the total payment to CUSD of the CRTs and CPUs resulting in a NET amount to CUSD.
5. Yes, All Green will pay for certain material at the rate described above.
6. All Green will not charge CUSD for pick ups.
7. All Green has the ability to document the serial number for each hard drive that is wiped. This would pertain to data destruction level 2 and above.
8. Please see the detailed description above of the types of recycling All Green provides. Yes, all three processes, smelting, shredding, resale are employed.
9. Yes, All Green can provide community e-waste, fundraising collection events through All Green's events department.
These events can vary in size. For Example:
 - All Green can facilitate a "Bring your electronics to school event" for all the parents and students
 OR
 - All Green's marketing "machine" can produce a large scale event that is promoted throughout the community with promotional material and serviced with logistics via our event staff.



DATA DESTRUCTION FEE SCHEDULE

LEVEL ONE

- Guaranteed wipe of each hard drive destroying all data
- CPUs, Laptops, or loose hard drives are marked for destruction at time of pick up
- Upon arrival at our warehouse in Tustin, the material is immediately sent to our secure clean room to begin the wiping process
- Fee: \$4 per hard drive

LEVEL TWO

- Guaranteed wipe of each hard drive destroying all data
- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and All Green Electronics Recycling, LLC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Collection, data destruction and recycling of electronics, equipment and materials District wide.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on May 26, 2011, and will diligently perform as required and complete performance by June 30, 2012.

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. II112002

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for services per fee schedule.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT, and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

14. Permits/Licenses: CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency: CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

All Green Electronics Recycling, LLC
15561 Del Amo Ave.
Tustin, CA 92780

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

CONTRACTOR'S NAME: All Green Electronics Recycling, LLC CONTRACT No. 1112002

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	Fee Schedule
b. Exhibit	B	None
c. Exhibit	C	None

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF May, 2011.

Capistrano Unified School District

Name of District

By: 

Terry Fluent

Typed Name

Director, Purchasing

Title

May 25, 2011

Board Approval Date

Initials/Date BH 5/5/11

All Green Electronics Recycling, LLC

Contractor Name

Signature: 

Aoman Sadeghi

Typed or Printed Name

CEO

Title

27-0652959

Taxpayer Identification Number

- ii. Cardboard is baled and sold to a cardboard recycler
 - iii. Styrofoam is bundled and sold to a recycler with that specialty
 - iv. Plastic wrap is baled and sold to a recycler with that specialty
 - v. Paper is baled and transported to a recycling facility
 - vi. Pallets (broken) are given back to our pallet company for repair and reuse
- b. Data security measures have been developed to ensure the collection of e-waste material from the premises of CUSD will be secure at all times and tracked through:
- i. Dual Labeling/ Tracking system
 - ii. Sensitive material such as PC towers and hard drives are transported in a locked "cage"
 - iii. Locked "cage" has combination that an CUSD employee will only know
 - iv. Upon arrival at our warehouse, the combination is telephoned to our employee
 - v. The sensitive material is taken out of cage and wiped and/or destroyed
- c. All Green will provide certification, if requested, showing that the e-waste collected from CUSD was recycled, transported, disposed, or de-manufactured.

PRICE PROPOSAL

All Green Electronics Recycling will be providing CUSD services for free throughout the entire contract period and will not change them for the entire contract period. The only exception to this will be All Green charging CUSD a fee for data destruction (i.e. hard drive data wiping, shredding or drilling).

DATA DESTRUCTION FEE STRUCTURE

As mentioned above All Green will charge CUSD its data destruction services at a significantly discounted rate. The following is a list of the various levels of data destruction and pricing associated with each.

1. Guaranteed HD destruction --- no certification	\$4 per drive
2. Certified Data destruction	\$6 per drive
3. DOD Certified wipe (seven wipes)	\$18 per drive
4. Certified Physical HD Destruction	\$25 per drive
5. Secure Cage Removal	\$150: any # that fits

The CUSD representative will need to inform the All Green Account Manager of the number of hard drives that will require data destruction and the type. All Green will provide the necessary materials to track the hard drive from the CUSD department through the All Green destruction service in order to send copies of the certification with the corresponding serial number.

REIMBURSEMENT PROPOSAL

1. All Green will pay CUSD \$.10 cents per pound for the following items as shown: CRT monitors, CRT televisions, desktop computers, computer towers, computer servers, laptop computers, cellular phones, circuit boards, LCD flat panel monitors
2. All Green will pick up all other universal waste at no cost to CUSD.
3. All Green is able to maintain its pricing structure regardless of market conditions including fluctuations in metal prices and state/federal regulations. Most importantly, regardless of a change in the SB-20 Program or funding issues with the state of California, All Green will continue to honor said rates of \$.10 cents per pound to be paid to CUSD.
4. All Green will not charge CUSD for these services. In other words, the amount is not to exceed \$0.00 for all of our services--- except data destruction.
5. All Green will provide timely regular payment to CUSD. (NET 30 terms or terms that are acceptable to CUSD)

<u>Items To Be Recycled By All Green</u>	<u>Payment to CUSD</u>
<u>Televisions & Monitors (CRTs, LCD, Projection , Etc.)</u>	<u>\$.10 per pound</u>
<u>Computers (Desktop, Tower, Laptop, Server, Etc.)</u>	<u>\$.10 per pound</u>
<u>Cellular Phones</u>	<u>\$.10 per pound</u>
<u>All other electronics</u>	<u>No fee and no payment</u>

LOGISTICS - PICK UP REQUEST PROCEDURE

All Green will make the request for pick up process as simple as possible for CUSD employees. The individual school or dedicated CUSD representative may call or email the All Green Account Manager to request a pick up. If the Account manager is not available, then the All Green customer service staff can assist in scheduling a pick up. All Green requests that any pick up request be made a minimum of 48 hours prior.

To ensure the pick up goes smoothly, All Green requests the following information:

- Name of school, address and contact person at the school
- 2 phone numbers (mobile and office)
- Location in the school where the pick up will take place
- A count of the items to be picked up and type of device
- Earliest time that the truck could arrive and the latest
- Number of hard drives to be destroyed
- Any special circumstances that our workers need to know

All Green's Unique Carbon Footprint Calculation (see attached)

- All Green tracks all items recycled through our company and uses a unique calculation system based on the EPA's own formula.
- As an "All Green Responsible Partner," CUSD will receive a QUARTERLY updated certificate showing the amount of electronics recycled responsibly in addition to its "real world" impact. This certificate can be proudly displayed in the CUSD schools and departments as well as on its website.
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ANSWERS TO SPECIFIC CAPISTRANO UNIFIED SCHOOL DISTRICT QUESTIONS SENT VIA EMAIL

1. There will be no charge to CUSD for pick ups at any of the 56 school sites, district offices, or other storage areas you may have.
2. All Green Electronics Recycling would like to pick up TEN or more electronic devices (any size) from a particular location to qualify for a pick up.

During the summer break, All Green has the capacity to pick up from each location over whatever number of days is required.

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LEVEL TWO

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- Pick Up process is the same as Level One
- Certificate of destruction is emailed and or mailed to a previously designated school district contact
- Fee: \$6 per hard drive

15561 Del Amo Ave Tustin, Ca 92780

Office: 800-780-0347 Fax 949-861-9001 www.allgreerecycling.com www.eStewards.org

**EXTENSION OF
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

(Capistrano Unified School District)

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation ("**Vendor**"), and Capistrano Unified School District ("**District**") entered into as of May 26, 2011 (the "**Agreement**"), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2012, is hereby extended until June 30, 2013. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of May 15, 2012.

ILLUMINATE EDUCATION, INC.

By:



Lane Rankin, President

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: _____

Print: _____

Title: _____

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Agreement is made by and between Illuminate Education, Inc., a California Corporation ("Vendor") and Capistrano Unified School District ("District").

RECITALS

WHEREAS, District is desirous of obtaining a Software System for data and assessment management

WHEREAS, the vision of District is to implement a web-based Data and Assessment Management system and

WHEREAS, Vendor is specially skilled, trained, experienced and competent to render the services and advice described above, and District requires these services and advice.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Term of Agreement. The initial term of this Agreement shall be from May 26, 2011 through June 30, 2012 with four (4) annual renewal periods upon mutual agreement, not to exceed a total contract term of June 30, 2016.
2. License of Illuminate Data and Assessment Management System. Vendor hereby licenses its Illuminate district reporting software ("Software") to District. District and District employees may use the Software for each of the locations listed on Exhibit "A" attached to this Agreement. As new schools sites are added throughout the District, District and district employees will be provided access to the Software for those sites. The District may not use the Software outside the District and may not sublicense or assign its rights under this license to any other party.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.
4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District, Vendor or any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Task List. A preliminary list of tasks and associated completion dates are set forth on Exhibit "B" attached to this Agreement.
6. Hosting. District's data will be hosted on Vendor's server (included in the annual fee).
7. Importing of Data. Vendor shall import District's data into the Software within 45 business days after the receipt of useable data.

8. **Training.** Vendor shall provide the following training services to District:

Training Services

Services	Date
Training to District in the basic use of the Software to be presented as both parties mutually agree	TBD

- (a) **Additional Training and Services.** Upon written request and authorization by District, Vendor shall conduct additional training and provide additional services to District at \$120 per hour for custom development or \$1,500 per day for training after initial training, if any, is exhausted.
- (b) **Ownership of Data.** District shall retain ownership of all data in the Software.
9. **Responsibilities of District.** District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement.
10. **License Fees** Vendor will host Illuminate district reporting system and District will pay annual license fees for products and options listed below:

Products/ Services --Timeline/Dates

Product/Service	Time	Cost
Illuminate DnA with GradeCam, 2011-2012	Annual Fee \$4 per student 47,250 students	\$189,000
Illuminate DnA with GradeCam, 2012-2013	Annual Fee \$4 per student 50,000 students	\$200,000
Illuminate DnA with GradeCam, 2013-2014	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000
Illuminate DnA with GradeCam, 2014-2015	Annual Fee \$4 per student 51,000 students (Estimate, yearly)	\$204,000

	based on CBEDS)	
Illuminate DnA with GradeCam, 2015-2016	Annual Fee \$4 per student 51,000 students (Estimate, yearly based on CBEDS)	\$204,000

License fees shall be due and payable within 45 days of receipt of an invoice from Vendor. In the event the District fails to pay the license fees or any other amounts due hereunder when due, upon notice from Vendor, District agrees to immediately cease using the Software and Vendor will have no further obligation to provide any maintenance or support to District.

11. Software Maintenance and Support.

- (a) Vendor shall provide maintenance and support of the Software. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the Software, as reported to Vendor; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure.
- (b) Vendor shall provide at a minimum, quarterly telephone conferences with District to address future growth or modifications to the Software at no cost to the District.

12. Mutual Indemnification. The District agrees to hold harmless, defend, and indemnify Vendor against all actions, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (1) where such injury, death, loss, or damage is due to the acts or omissions of the District, its agents, servants, or employees; and (2) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of Vendor or its agents, servants, employees.

Vendor agrees to hold harmless, defend, and indemnify the District against all actions, copyrights, patents infringements, claims, or demands for injury, death, loss, or damages, regardless of fault or cause, by anyone whomsoever, including but not limited to: (i) where such injury, death, loss, or damage is due to the acts or omissions of Vendor, its agents, servants, or employees; and (ii) where such injury, death, loss, damage, or claim is a consequence of, or arises in connection with the services provided hereunder except to the extent that such injury, death, loss, damage or claim is the result of the acts or omissions of the District or its agents, servants, or employees.

13. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under

this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.

14. **Default.** The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the default with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the "defaulting party" shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
15. **Force Majeure.** If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements. (Including termination of this Agreement.)
16. **Termination.** Both the District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. The District or Vendor may terminate this Agreement by delivering written notice of election to terminate at least 60 days prior to the termination date. In addition, both District and Vendor may terminate this Agreement immediately upon any material default by delivering written notice of election to terminate prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within 90 days of the date of termination.
17. **Proprietary Rights.** District acknowledges that the Software licensed hereunder, and any designs, inventions or ideas provided to Vendor as a result of District's use of the Software, contain valuable trade secrets, proprietary and confidential information which are the unrestricted proprietary rights of Vendor ("Confidential Information"). District agrees that it will not use this Confidential Information in any way not allowed by this Agreement, that it will not disclose this Confidential Information to anyone other than its own employees who require access, that it will maintain and protect the confidentiality of this Confidential Information, and that it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer the Software, or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if it:

- (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District; or
- (b) is known to District without restriction as to further disclosure when received; or
- (c) is independently developed by District as demonstrated by written records; or
- (d) becomes known to District from a third party (other than Illuminate Education) who had a lawful right to disclose it and without breach of its Agreement; or
- (e) is disclosed to a third party pursuant to the authority of District hereunder; or
- (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.

18. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access. Upon termination of the Agreement, Vendor shall return all student data to the District within 30 days and shall destroy any and all backup copies of said data.
19. Confidentiality. All communications and information obtained from District relating to this Agreement are confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District, and District shall return all confidential information received from Vendor, within 30 days and shall destroy any and all backup copies of said confidential information.
20. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a

remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

21. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
22. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
23. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano CA 92675

To Vendor: Lane Rankin, CEO
Illuminate Education, Inc.
60 Bunsen
Irvine, CA 92618

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
25. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
26. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

27. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.
28. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and Illuminate Education, Inc., have entered into this Agreement as of the Effective Date.

Dated:

ILLUMINATE EDUCATION, INC.

By:

Lane Rankin
Lane Rankin, CEO

Dated:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:

Print:

Its:

Terry Fluert
Director, Purchasing

EXHIBIT "A"

LOCATIONS LICENSE APPLIES

Capistrano Unified School District

Elementary Schools

**Ambuehl Elementary School
Arroyo Vista School (K8)
Don Juan Avila Elementary School
Barcelona Hills Elementary School
Bathgate Elementary School
Truman Benedict Elementary School
Marian Bergeson Elementary School
Canyon Vista Elementary School
Castille Elementary School
Chaparral Elementary School
Capistrano Home School (formerly CHOOSE)
Concordia Elementary School
Crown Valley Elementary School
R H Dana Elementary School
RH Dana Exceptional Needs Facility
Del Obispo Elementary School
Carl Hankey Elementary/K-8 School
Hidden Hills Elementary School
Kinoshita Elementary School
Ladera Ranch Elementary School
Laguna Niguel Elementary School
Las Flores Elementary School
Las Palmas Elementary School
Clarence Lobo Elementary School
John S. Malcom Elementary School
Marblehead Elementary School
Moulton Elementary School
Oak Grove Elementary School
Oso Grande Elementary School
Palisades Elementary School
Philip Reilly Elementary School
San Juan Elementary School
Tijeras Creek Elementary School
Viejo Elementary School
Vista Del Mar Elementary School
Wagon Wheel Elementary School
George White Elementary School
Wood Canyon Elementary School**

7160.1
H&O: #74727 v2
Illuminate Data and Assessment Licensing Agreement

B-8

Capistrano Unified School District -- April 2011

Middle Schools

Aliso Viejo Middle School
Arroyo Vista School (K8)
Bernice Ayer Middle School
Carl Hankey K-8 School
Don Juan Avila Middle School
Ladera Ranch Middle School
Las Flores Middle School
Marco Forster Middle School
Newhart Middle School
Niguel Hills Middle School
Shorecliffs Middle School
Vista del Mar Middle School

High Schools

Aliso Niguel High School
Capistrano Valley High School
Dana Hills High School
San Clemente High School
San Juan Hills High School
Serra High School
Tesoro High School

EXHIBIT "B"

TASK LIST

Date	Task
May 2011	Initial Implementation Meeting (Data conversion, Customizations)
May/June 2011	Data Conversion and Imports
June/July 2011	District begins using Illuminate DnA system

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GILBERT & STEARNS, INC.

Bid No. 1011-02 – Electrical Service called for an original contract period of July 1, 2010 through June 30, 2011, 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 Gilbert & Stearns, Inc., pursuant to Bid No. 1011-02, shall be extended an additional 12 months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$75,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2010, 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: _____

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

**Bid No. 1011-02 – Electrical Service
Gilbert & Stearns, Inc.**

**Bid Price Sheet
July 1, 2012 – June 30, 2013**

Item #		Current Pricing July 1, 2011 – June 30, 2012	Proposed Pricing July 1, 2012 – June 30, 2013
1	Journeyman Electrician	\$61.81/hour	\$61.81/hour
2	70% Electrician Apprentice	\$42.63/hour	\$42.63/hour
	Backhoe with operator – backhoe to be:		
3	Min. 18 ½ “ digging depth, min. 1 cu. yd. front bucket	\$87.00/hour	\$87.00/hour
4	Min. 18” wide compaction wheel	\$87.00/hour	\$87.00/hour
5	12 cu. yd. dump truck with driver	\$81.70/hour	\$81.70/hour



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, Ph. D.
PRESIDENT
JOHN M. ALPAY
VICE PRESIDENT
LYNN HATTON
CLERK
ELLEN M. ADDONIZIO
JACK R. BRICK
ANNA BRYSON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, Ed. D.

March 27, 2012

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

Subject: Bid No. 1011-02- Electrical Services

Dear Mr. Kingsmill:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Based on the dollar amount of prior years' expenditures the required amount for the Faithful Performance Bond and Payment Bond will be reduced to \$75,000 for this renewal period.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 18, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing
enc.



R.S. KINGSMILL

SINCE 1928

P.O. BOX 176

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

SANTA ANA, CA 92702

April 4, 2012

Ms. Vicki Byers
C.U.S.D.
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Re: Bid No. 1011-02 – Electrical Services – Renewal


Dear Ms. Byers,

I understand the financial situation of C.U.S.D. since I live in the district boundaries. I would like to help more but I can't cut my rates for the following reasons: I currently have four school district electrical service contracts. Your rates are the lowest of all of them (3%, 9% & 13% higher). After speaking with my contractors association about upcoming contract negotiations, they anticipate some increases in labor rates this June. I was told that the C.P.I. is 2.1% this year and there will be increases for health insurance. Overall this could mean a 3 to 4% increase but I have no way of predicting the outcome. I already absorb the costs of truck, fuel, phone and estimating now.

I believe we are an excellent value to C.U.S.D. You are presently getting the best rates around. The best I can do is freeze my rates for the new contract year.

If you would like to discuss further, please give me a call at 714-547-7695 ext.106.

Sincerely,
Gilbert & Stearns, Inc.



Scott Kingsmill

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1011-02 – Electrical Service

Gibert & ~~Stearns~~, Inc.

Stearns

Bid Price Sheet

July 1, 2012 – June 30, 2013

Item #		Current Pricing July 1, 2011 – June 30, 2012	Proposed Pricing July 1, 2012 – June 30, 2013
1	Journeyman Electrician	\$61.81/hour	<i>61.81</i>
2	70% Electrician Apprentice	\$42.63/hour	<i>42.63</i>
	Backhoe with operator – backhoe to be:		
3	Min. 18 ½ “ digging depth, min. 1 cu. yd. front bucket	\$87.00/hour	<i>87.00 hr</i>
4	Min. 18” wide compaction wheel	\$87.00/hour	<i>87.00 hr.</i>
5	12 cu. yd. dump truck with driver	\$81.70/hour	<i>81.70 hr.</i>

AGREEMENT

THIS AGREEMENT, dated the 1st day of July, 2010, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Gilbert & Stearns, Inc. , (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 1011-02, Electrical Service** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **DISTRICT'S Labor Compliance Program**, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will commence July 1, 2010, and continue through June 30, 2011, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand

made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;

- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or

property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. **CONTRACTOR agrees that the work required to be performed by the CONTRACTOR and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. The DISTRICT has a Labor Compliance Program ("LCP") initially approved on May 6, 2003 by the California Department of Industrial Relations pursuant to Labor Code Section 1771.7. CONTRACTOR and each subcontractor on the Project agree to comply with the DISTRICT'S LCP. The DISTRICT'S LCP is incorporated herein as if fully set forth. The District Labor Compliance Program may be subject to change based upon any new information provided by the DIR.**

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Scott Kingsmill, whose title is President/Treasurer, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

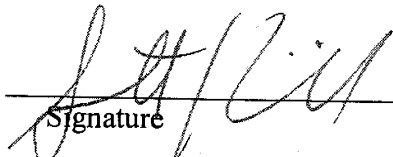
DISTRICT

By: 
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR

By: 
Signature

Scott Kingsmill
Print Name

President / Treasurer
Title

165081
Contractor's License No.

95-1914270
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID FORM

Name of Bidder: Gilbert & Stearns, Inc.

To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, **District's Labor Compliance Program**, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: ELECTRICAL SERVICE

Bid No: 1011-02

BID PRICE SHEET

Item #		Bid Price	
1	Journeyman Electrician	\$ 60.90	Hour
2	70% Electrician Apprentice	\$ 42.00	Hour
	Backhoe with operator – backhoe to be:		
3	Min. 18 ½ " digging depth, min. 1 cu. yd. front bucket	\$ 82.00	Hour
4	Min. 18" wide compaction wheel	\$ 82.00	Hour
5	12 cu. yd. dump truck with driver	\$ 77.00	Hour

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

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

3. The required bid security is attached.

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

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

Robert W. Kingsmill, President/Treasurer

Scott Kingsmill, Vice President, Secretary

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have

under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 165081, Class C10, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: Gilbert & Stearns, Inc.
(a California Corporation¹)
Business Address: 609 East Fourth Street
Santa Ana, CA 92701
Telephone: (714) 547-7695
Signed by: Robert W. Kingsmill, President, Date: 5/12/10
Print Name: Robert W. Kingsmill, President
Signed by: Scott Kingsmill, Secretary, Date: 5/12/10
Print Name: Scott Kingsmill, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____

(Name)
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)
Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)
Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

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

Bid No. 1011-02 – Electrical Service called for an original contract period of July 1, 2010 through June 30, 2011, 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 Gilbert & Stearns, Inc., pursuant to Bid No. 1011-02, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 13, 2012.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2010, all other terms of the contract remain in full force and effect.

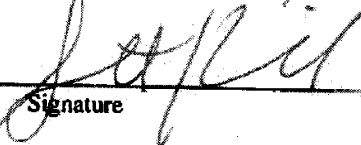
DISTRICT

CONTRACTOR

Capistrano Unified School District

Gilbert & Stearns, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Scott Kingsmill

Print Name

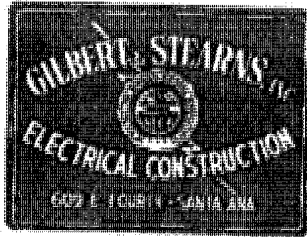
Director, Purchasing

President

Title

Date: 8/4/11

Date: 28 June 2011



R.W. KINGSMILL
M.B. KINGSMILL

SINCE 1928

P.O. BOX 176

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

SANTA ANA, CA 92702

May 3, 2011

Ms. Vicki Byers
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675-4792

Re: Electrical Service - Bid No. 1011-02

Renewal for July 1, 2011 thru June 30, 2012

Dear Ms. Byers:

I appreciate the work we have received with the school district this last year. The school district's continued financial situation is unfortunate and I would like to help, but at our current pricing levels I am unable to drop our pricing. For example, a recent small project yielded a gross profit of 7%. After allowing for the cost of the truck, tools, fuel and estimating time the project was a loss. It did keep two electricians busy for one day, but we cannot continue to operate with projects at a loss.

Although unfortunate, our rates need to be increased 1.5% due to rising fuel costs (45% within the past year), a \$.65 per hour wage increase during the next contract period, and an anticipated rate increase of workers compensation insurance. Our backhoe operator has been especially hit hard with increased diesel fuel prices. Therefore, the backhoe rate needs to be increased 6.1% for his services.

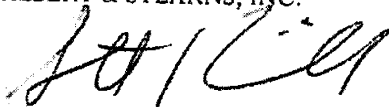
Listed below are our current and requested rates. A shift rate for work performed between 3:30pm - 11:30pm has been included should we be unable to work during school hours. The shift rate of 1.18 times straight time is less than the overtime rate of 1.5 times straight time.

	Current Rate	Rate Change	Requested Rate	Shift Rate
Journeyman Electrician	\$ 60.90	1.5%	\$ 61.81	\$ 72.94
Apprentice Electrician	\$ 42.00	1.5%	\$ 42.63	\$ 50.30
<u>Backhoe with Operator</u>				
18 1/2" digging depth, 1CY front bucket	\$ 82.00	6.1%	\$ 87.00	
Minimum 18" wide compaction wheel	\$ 82.00	6.1%	\$ 87.00	
12CY Dump Truck with Driver	\$ 77.00	6.1%	\$ 81.70	

If you feel you need to put the electrical service agreement out to bid again, I will understand.

Sincerely,

GILBERT & STEARNS, INC.


Scott Kingsmill

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Bid No. 1112-05 – Electrical Supplies and Materials, called for an original contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 1112-05, shall be extended an additional 12 months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$100,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Consolidated Electrical Distributors, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

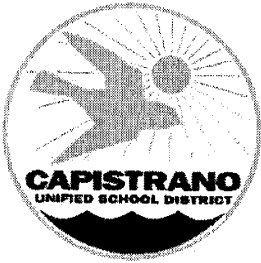
Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials
Consolidated Electrical Distributors

Bid Price Sheet

		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
CONDUIT			
4,000	Galvanized	73.5%	73.5 %
5,000	EMT	78.5%	78.5 %
10,000	PVC 40	58.5%	58.5 %
1,000	Flex (Aluminum)	47.2%	47.2 %
5,000	Sealtite	61.1%	61.1 %
FITTINGS			
800	Galvanized	60.7%	60.7 %
800	EMT	82.0%	82.0 %
800	PVC 40	72.6%	72.6 %
1,000	Sealtite	47.0%	47.0 %
100	Channel Fittings	62.0%	62.0 %
WIRE			
50,000	THHN (copper)	64.4%	64.4 %
BOXES			
100	Steel	81.2%	81.2 %
100	Screwdriver and Raintite Enclosures	37.7%	37.7 %
WIRING DEVICES			
25,000	Commercial	55.8%	55.8 %
DISTRIBUTION EQUIPMENT			
6	Metering	79.0%	79.0 %
5	Panels	79.0%	79.0 %
75	Breakers	51.0%	51.0 %
MISCELLANEOUS			
500	Fuses	57.0%	57.0 %
Each	Lamps	73.3%	73.3 %
Each	Ballasts	72.8%	72.8 %



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, Ph. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

March 27, 2012

Erik Klipfel
Manager
Consolidated Electrical Distributors, Inc.
446 Calle Del Los Molinos
San Clemente, CA 92672

Subject: Bid No. 1112-05- Electrical Supplies and Materials

Dear Mr. Klipfel:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 18, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

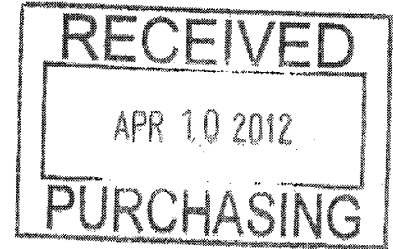
Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

April 6, 2012
RE: Bid No. 112-05
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. 1112-05** for the procurement of electrical supplies and materials from CED San Clemente.

After due consideration on the District's request for a reduced bid for the next 12-month period, CED San Clemente will have to decline. It would be financially irresponsible to continue the level of service we provide at price levels lower than we are currently selling based on the current market conditions. There are currently several categories which we are selling material to the district below our actual cost.

As a parent of a child at Truman Benedict E.S. I am well aware of the financial crisis facing CUSD and its students. There have been several opportunities this past year that we have been able to override the current discount schedule and offer a deeper discount to save the District money on electrical materials. Our sales people have been informed to increase the discount offered on items ordered whenever possible to assist the District with its financial challenges.

We see ourselves as a partner with CUSD and want us both to get through these challenging financial times we are facing. We stand behind our decisions made last year on the discounts that we offered and will continue to honor the original bid in spite of some losses. We sincerely value the relationship we have with the District, and if there was any way possible to lower current commodities discounts across the board by 10% we would.

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

CED San Clemente agrees to renew said contract with no changes to the originally quoted discounts. This renewal is pursuant to section IV, paragraph I, of the original agreement, and will be for the period beginning July 1, 2012 through June 30, 2013.

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

Sincerely,

Erik Klipfel
Manager

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials
Consolidated Electrical Distributors

Bid Price Sheet

CONDUIT		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
4,000	Galvanized	73.5%	73.5 %
5,000	EMT	78.5%	78.5 %
10,000	PVC 40	58.5%	58.5 %
1,000	Flex (Aluminum)	47.2%	47.2 %
5,000	Sealtite	61.1%	61.1 %

FITTINGS		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
800	Galvanized	60.7%	60.7 %
800	EMT	82.0%	82.0 %
800	PVC 40	72.6%	72.6 %
1,000	Sealtite	47.0%	47.0 %
100	Channel Fittings	62.0%	62.0 %

WIRE		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
50,000	THHN (copper)	64.4%	64.4 %

BOXES		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
100	Steel	81.2%	81.2 %
100	Screwdriver and Raintite Enclosures	37.7%	37.7 %

WIRING DEVICES		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
25,000	Commercial	55.8%	55.8 %

DISTRIBUTION EQUIPMENT		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
6	Metering	79.0%	79.0 %
5	Panels	79.0%	79.0 %
75	Breakers	51.0%	51.0 %

MISCELLANEOUS		Original Contract Pricing July 1, 2011 – June 30, 2012	New Proposed Pricing July 1, 2012 June 30, 2013
500	Fuses	57.0%	57.0 %
Each	Lamps	73.3%	73.3 %
Each	Ballasts	72.8%	72.8 %

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

IV. BID FORM

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

**ELECTRIC SUPPLIES AND MATERIALS
BID NO. 1112-05**

BID PRICE SHEET

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

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

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

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

Discount Percentage

CONDUIT 10%

4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

FITTINGS 10%

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE 30%

50,000	THHN (copper)	64.4 %
--------	---------------	--------

BOXES 5%

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

WIRING DEVICES 10%

25,000	Commercial	55.8 %
--------	------------	--------

DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

MISCELLANEOUS 30%

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within five (5) days after receipt of order unless the items are Special Order in which the District is to be notified immediately.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that Erik Klipfel

whose title is Mgr. authorized to act for and bind the corporation.

- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment, materials and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.

No, other public agencies may not purchase from this Bid.

- I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: option granted option not granted

Extension option for a second year: option granted option not granted

- J. The Bidder has read and fully understands all documents contained and referenced in this bid.

- K. I. E. Klipfel, the Mgr. (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct. The Bidder agrees to comply with all terms and conditions in the bid documents.

COMPANY

Name of Company: Consolidated Electrical Dist., Inc.

Signed by: [Signature]

Print Name: Erik Klipfel

Date: May 31, 2011

Business Address: 446 Calle De Los Molinos,
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: _____

Signed by: _____ Partner

Print Name: _____

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name of Corporation: Consolidated Electrical
Distributors, Inc.

(a _____ Corporation*)

Business Address: 446 Calle De Los Molinos,
San Clemente, CA 92672

Signed by: Erik Klipfel President**,

Print Name: Erik Klipfel

Date: May 31, 2011

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name of Joint Venture: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Print Name: _____

Doing Business as: _____;

Date: _____

If a Partnership: _____

Signed by: _____, Partner

Print Name: _____

Date: _____

If a Corporation: _____

(a _____ Corporation)

Signed by: _____

Print Name: _____

Date: _____

Title: _____

Electrical Supplies and Materials
Bid No. 1112-05

CONSOLIDATED ELECTRICAL DISTRIBUTORS
446 CALLE DE LOS MOLINOS
SAN CLEMENTE, CA 92672
Company Name

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

AGREEMENT ACCEPTED BY DISTRICT

Signed by: J. Fluert
Print Name: Terry Fluent
Title: Director, Purchasing
Date: 7/1/2011

CONTRACT TERM

The term of this base contract is for one year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

Base contract July 1, 2011 through June 30, 2012

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CR&R INCORPORATED

Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide, called for an original contract period of August 9, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with CR&R Incorporated, pursuant to Bid No. 1112-06, shall be extended an additional 12 months, for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of services request by District and provided by Contractor under this extension shall not exceed \$200,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on August 8, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

CR&R Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

Proposed Rates Effective July 1, 2012
 Price Change 3.53%

REFUSE	CURRENT 1 X WK	PROPOSED 1 X WK	CURRENT 2 X WK	PROPOSED 2 X WK	CURRENT 3 X WK	PROPOSED 3 X WK	CURRENT 4 X WK	PROPOSED 4 X WK	CURRENT 5 X WK	PROPOSED 5 X WK
1 BIN	80.10	82.93	81.10	83.96	82.10	85.00	83.10	86.03	84.10	87.07
2 BINS	160.20	165.86	162.20	167.93	164.20	170.00	166.20	172.07	168.20	174.14
3 BINS	240.30	248.78	243.30	251.89	246.30	254.99	249.30	258.10	252.30	261.21
4 BINS	320.40	331.71	324.40	335.85	328.40	339.99	332.40	344.13	336.40	348.27
5 BINS	400.50	414.64	405.50	419.81	410.50	424.99	415.50	430.17	420.50	435.34
6 BINS	480.60	497.57	486.60	503.78	492.60	509.99	498.60	516.20	504.60	522.41
7 BINS	560.70	580.49	567.70	587.74	574.70	594.99	581.70	602.23	588.70	609.48
8 BINS	640.80	663.42	648.80	671.70	656.80	679.99	664.80	688.27	672.80	696.55
ADDTL PU	18.00	18.64								
RECYCLE										
1 BIN	44.50	46.07	45.50	47.11	46.50	48.14	47.50	49.18	48.50	50.21
2 BINS	89.00	92.14	91.00	94.21	93.00	96.28	95.00	98.35	97.00	100.42
3 BINS	133.50	138.21	136.50	141.32	139.50	144.42	142.50	147.53	145.50	150.64
ADDTL PU	18.00	18.64								
TEMPORARY BINS										
40 YARD ROLL OFF	89.00	92.14								
LOWBOY CONSTRUCTION	89.00	92.14								
10'STORAGE CONTAINER	2.99	3.10								
20'STORAGE CONTAINER	2.99	3.10								
21'STORAGE CONTAINER	2.99	3.10								
26'STORAGE CONTAINER	2.99	3.10								
40'STORAGE CONTAINER	2.99	3.10								



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT
JOHN M. ALPAY
VICE PRESIDENT
LYNN HATTON
CLERK
ELLEN M. ADDONIZIO
JACK R. BRICK
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SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

April 2, 2012

George Lazaruk
Vice-President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

Subject: Bid No. 1112-06 – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Mr. Lazaruk:

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on June 30, 2012.

Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to reduce your fees for services by 10% for the renewal period July 1, 2012 through June 30, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 25, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9437.

Sincerely,

Vicki Byers
Buyer/Planner, Purchasing

enc.

April 12, 2012

Ms. Vicki Byers
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Bid No. – Service to Collect, Recycle, and Dispose of Solid Waste Districtwide

Dear Ms. Byers:

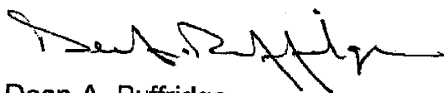
C R & R Incorporated is in receipt of your letter addressed to Mr. George Lazaruk regarding your interests in the second year of our five year service proposal for Solid Waste Services Districtwide. We fully understand the School's situation with budgets and cuts from the State and have continued to support your needs in many ways.

As you know, in past contracts with CUSD, we implemented annual reductions in rates. With the Board's decision to Bid this contract last year, CR&R substantially reduced our rates to the tune of approximately \$11,000 of monthly savings to the School District. We have no room to further reduce our charges to the CUSD Board unless the individual sites want to reduce service or collection schedules.

As stated in your Request for Proposals, an annual rate adjustment is allowed in Option Years beyond year one. Our entire industry has had increases in labor from the new Labor contract signed by all haulers last fall, fuel has gone up substantially since our bid was submitted, and disposal has gone up 6% with Orange County in the last two years (see attached notes from OC Waste and Recycling). As such, we cannot lower our rates per your request, but must request your consideration in at the very least the same CPI increase (3.53%) as was implemented by OC Waste and Recycling throughout the OC Landfill system.

As always, it's a pleasure being of service to the Capistrano Unified School District, and being involved with quality people at CUSD.

Respectfully submitted,



Dean A. Ruffridge,
Senior Vice President

CC George Lazaruk
David Ronnenberg

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax

March 8, 2012

CR&R Incorporated
Mr. Dean Ruffridge
11292 Western Avenue
Stanton, CA 90680

Subject: Waste Disposal Agreement Contract Rate

Dear Mr. Ruffridge:

In accordance with the existing Waste Disposal Agreement, OC Waste & Recycling is contractually obligated to provide the Facility Operator notice of adjustment to the contract rate on an annual basis effective July 1st of each year. Such notice shall contain the escalation calculation of the adjustment set forth in Section 4.2(F) of the waste disposal agreement.

This letter serves as your official notice that the adjusted contract rate is effective July 1, 2012 and will be \$31.37. The escalation calculation is included as an attachment to this letter.

If you have any questions, please call me at (714) 834-2652 or e-mail me at isaac.novella@ocwr.ocgov.com

Sincerely,



Isaac Novella
Contracts Administration Manager

Attachments

cc: Dylan Wright, OC Waste & Recycling
Rochelle Carpenter, OC Waste & Recycling
Alan Yuki, OC Waste & Recycling
Mike Montijo, OC Waste & Recycling

OC Waste & Recycling Accounting
Escalation Calculation
Effective July 1, 2012

Step 1:

$$\left[\frac{\text{October 2011 CPI}}{\text{October 2010 CPI}} \right] - 1 = \% \text{ Increase in Contract Rate}$$

$$\left[\frac{226.421}{218.711} \right] - 1 = 3.53\%$$

Step 2:

$$\text{Current Contract Rate} \times (1 + \% \text{ Increase in Contract Rate}) = \text{Contract Rate as of July 1, 2012}$$

$$\$30.30 \times (1 + 3.53\%) = \underline{\underline{\$31.37}}$$

Note:

Complete instructions on calculating this annual adjustment are available in Section 4.2 (F) of the Waste Disposal Agreement effective July 1, 2010.

3/8/2012

Proposed Rates Effective July 1, 2012
Price Change 3.53%

	CURRENT		PROPOSED		CURRENT		PROPOSED		CURRENT		PROPOSED		CURRENT		PROPOSED	
	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	
REFUSE																
1 BIN	80.10	82.93	81.10	83.96	82.10	85.00	83.10	86.03	84.10	87.07						
2 BINS	160.20	165.86	162.20	167.93	164.20	170.00	166.20	172.07	168.20	174.14						
3 BINS	240.30	248.78	243.30	251.89	246.30	254.99	249.30	258.10	252.30	261.21						
4 BINS	320.40	331.71	324.40	335.85	328.40	339.99	332.40	344.13	336.40	348.27						
5 BINS	400.50	414.64	405.50	419.81	410.50	424.99	415.50	430.17	420.50	435.34						
6 BINS	480.60	497.57	486.60	503.78	492.60	509.99	498.60	516.20	504.60	522.41						
7 BINS	560.70	580.49	567.70	587.74	574.70	594.99	581.70	602.23	588.70	609.48						
8 BINS	640.80	663.42	648.80	671.70	656.80	679.99	664.80	688.27	672.80	696.55						
ADDTL PU	18.00	18.64														
RECYCLE																
1 BIN	44.50	46.07	45.50	47.11	46.50	48.14	47.50	49.18	48.50	50.21						
2 BINS	89.00	92.14	91.00	94.21	93.00	96.28	95.00	98.35	97.00	100.42						
3 BINS	133.50	138.21	136.50	141.32	139.50	144.42	142.50	147.53	145.50	150.64						
ADDTL PU	18.00	18.64														
TEMPORARY BINS																
40 YARD ROLL OFF	89.00	92.14														
LOWBOY CONSTRUSION	89.00	92.14														
10 STORAGE CONTAINER	2.99	3.10														
20 STORAGE CONTAINER	2.99	3.10														
21 STORAGE CONTAINER	2.99	3.10														
26 STORAGE CONTAINER	2.99	3.10														
40 STORAGE CONTAINER	2.99	3.10														

**SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE**

Bid No. 1112-06

SERVICE CONTRACT AGREEMENT

THIS CONTRACT made and entered into this 1st day of September, 2011 by and between CR&R Incorporated, hereinafter called the "CONTRACTOR" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT."

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning September 1, 2011, and ending June 30, 2012. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

PRICE MATRIX

3-cubic-yard "permanent" METAL REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 80.10	\$ 81.10	\$ 82.10	\$ 83.10	\$ 84.10
2 bins	\$ 160.20	\$ 162.20	\$ 164.20	\$ 166.20	\$ 168.20
3 bins	\$ 240.30	\$ 243.30	\$ 246.30	\$ 249.30	\$ 252.30
4 bins	\$ 320.40	\$ 324.40	\$ 328.40	\$ 332.40	\$ 336.40
5 bins	\$ 400.50	\$ 405.50	\$ 410.50	\$ 415.50	\$ 420.50
6 bins	\$ 480.60	\$ 486.60	\$ 492.60	\$ 498.60	\$ 504.60
7 bins	\$ 560.70	\$ 567.70	\$ 574.70	\$ 581.70	\$ 588.70
8 bins	\$ 640.80	\$ 648.80	\$ 656.80	\$ 664.80	\$ 672.80

Cost of extra pick-up/on call pick up: \$ 18.00

PRICE MATRIX

Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 89.00	\$ 44.00/ton
Low-boy construction bin	\$ 89.00	\$ 44.00/ton
10-foot storage container	\$ 2.99/day	\$ --
20-foot storage container	\$ 2.99/day	\$ --
21-foot storage container	\$ 2.99/day	\$ --
26-foot storage container	\$ 2.99/day	\$ --
40-foot storage container	\$ 2.99/day	\$ --

SPECIAL CONDITIONS

Bid No. 1112-06 Service To Collect, Recycle & Dispose Of Solid Waste Districtwide

CR&R Incorporated

- *AR* Beginning September 1, 2011, CR&R to change out or refurbish all bins - trash and recycle - throughout the District.
- *AR* District will schedule quarterly meetings with CR&R. First meeting to be mid November 2011, second meeting to be mid February 2012, third meeting to be determined.
- *AR* Copies of all disbursements checks and pick-up receipts for recycle program to be forwarded to:

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

**BID NO. 1011-14
GROCERY PRODUCTS**

PRICING SUMMARY

Vendor	Number of Products Awarded to Vendor	Products at Current Pricing	Products with Decreased Pricing	Products with Slight Price Increase
A & R Wholesale	32	15	1	16
Gold Star Foods	8	1	1	6
Sysco Los Angeles, Inc.	24	15	0	9
Campus Foods, Inc.	17	3	1	13

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2012-2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
1	8302012	Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case			\$42.94	
2	7748718	Barbecue Sauce	PPI	America	7267810	378 cases	200 units per case @ 12 grams per	Case			\$4.16	
	43452	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	\$21.55			
	38180	Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	\$25.85			
	7404619	Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quick	82010	240 cases	6 units per case @ 30 oz per unit	Case			\$20.70	
	74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	\$41.88			
7	5124641	Cereal Bar, Cinnamon Toast	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case			\$26.56	
8	7447840	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case			\$26.56	
9	7447154	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case			\$26.56	
10	11922	Cereal Bar, Cocoa Kripiess Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$24.04			

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
11	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.25 oz per unit	Case	\$24.04			
12	11922	Cereal Cheerios Multi Grain Bowl	General Mills			170 cases	96 units per case @ 1. oz per unit	Case	\$23.08			
12	201532	Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ .625 oz per unit	Case		\$20.59		
	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 1 oz per unit	Case	\$21.65			
	11988	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$36.96			
	VH PACKER BRAND	Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case				\$58.80
17	51070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	\$22.92			
18	86182	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$43.60			
19	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper-ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$46.90			

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
20	5278718	Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case			\$12.50	
21	39085	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	\$22.92			
	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepperidge Farm			750 cases	300 units per case @ .9 oz per unit	Case				\$42.50
	4008538	Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case			\$8.33	
	7762299	Croutons, Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case			\$15.80	
25		Croutons, Whole Grain Ind. Wrapped							NO BID			
26	1145	Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case				\$46.32
27	892	Dressing, Ranch Buttermilk				14 cases	4 units per case @ 1 gal per unit	Case	\$29.42			
28		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case				

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
29	3727526	Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case			\$18.83	
30	82000	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	\$12.15			
	82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case				\$10.06
	81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case				\$8.43
	81978	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$11.77			
34	81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case				\$12.47
35	6357	Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case				\$22.00
36	41275	Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	\$31.30			
37	6316	Fruit, Canned Mandarin Oranges	Any			3 cases	6 units per case @ #10 can per unit	Case				\$27.44
38	6391	Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case				\$27.94

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
39	41271	Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$25.98			
40	41222	Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	\$26.55			
41	41909	Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	\$26.69			
	8395	Jalapenos	Any			15 cases	6 units per case @ #10 can per unit	Case	\$18.88			
	4184461	Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case			\$52.21	
	300174	Mayonnaise Lite	Any			24 cases	4 units per case @ 1 gal per unit	Case		\$21.28		
	7621810	Mayonnaise Lite		PPI			200 units per case @ 12 grams per		\$7.22			
46	2965424	Mustard	PPI American			132 cases	500 units per case @ 5.5 grams per unit	Case			\$4.90	
47	6321	Olives, Sliced Black	Any			6 cases	6 units per case @ #10 can per unit	Case				\$31.60
48	6576	Pan Coating Aerosol	Any			6 cases	6 units per case @ 17 oz per unit	Case				\$19.05
49	3771	Pasta, Penne Whole Grain	Any			133 cases	1 unit per case @ 20 lbs	Case	\$18.98			

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
50	3769	Pasta, Spaghetti Whole Grain	Any			50 cases	1 unit per case @ 20 lbs	Case	\$18.98			
51	4349452	Pickle Chips, Dill	Any			13 cases	4 units per case @ 1 gal per unit	Case			\$13.56	
52	6577	Pickle Spears, Dill	Any			2 cases	6 unit per case @ #10 can per unit	Case				\$20.30
	370500	Pickle Spears, Dill	Any			2 cases	1 unit per case @ 5 gallons	Case	\$20.16			
	81609	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.85			
	3022894	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case			\$21.67	
56	5318274	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case			\$21.67	
57	202545	Raisins, Box	Any			119 cases	144 units per case @ 1.33 oz per unit	Case		\$28.43		
58	7743495	Relish, Sweet	Any	PPI		8 cases	200 units per case @ 9 grams per unit	Case			\$4.63	
59	4349213	Relish, Sweet	Any			2 cases	4 units per case @ 1 gal per unit	Case			\$18.88	

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2012 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
60	42002	Rice, Long Grain Par Boiled	Any			87 cases	1 unit per case @ 25 lb Bag	Case	\$12.11			
61	20147	Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	\$12.11			
62	9465774	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case			\$26.68	
	3238979	Soup, Mega Noodle	Campbell's			50 cases	12 units per case @ 50 oz per unit	Case			\$42.50	
	6747	Soy Sauce	Any			54 cases	500 units per case @ 9 grams per unit	Case				\$9.18
	4239851			Kikoma			200 units per case @ .5 oz per unit				\$6.52	
65	4010	Spice, Basil Ground	Any			4 jars	1 jar @ 24 oz	Jar				\$2.65
66	202030	Spice, Chili Powder	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar		\$16.31		
67	202036	Spice, Cumin Ground	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar		\$19.96		
68	202038	Spice, Garlic Powder	Any	Pacific Spice		24 jars	1 jar @ 4.5 lbs	Jar		\$15.95		

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
69	12054	Spice, Onion Dehydrated	Any	Pacific Spice		Tub	5 lb	Tub	\$36.52			
70	1208	Spice, Pepper Ground	Any	Pacific Spice		1 jar	1 jar @ 5 lbs	Jar				\$33.66
71	8399	Spice, Salt Granulated	Any			3 bags	1 bag @ 25 lbs	Bag	\$4.32			
		Spice, Sesame Seed	Any			38 jars	1 jar @ 12 oz	Jar	\$3.92			
	704	Sugar, Granulated	Any			1 bag	1 bag @ 25 lbs	Bag				\$18.55
		Sugar Packets	Any			2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$12.92			
	202092	Sugar, Brown	Any			534 bags	1 bag @ 50 lbs	Bag		\$38.08		
76	200498	Sugar, Sweet n Low Packets	Any			2 cases	1,500 units per case @ 1 gram per unit converted to each	Case		\$13.71		
77	518578	Syrup, Maple	Any			534 cases	100 units per case @ 1.5 oz per unit	Case			\$6.50	
78	89706	Taco Sauce	Any			367 cases	500 units per case @ 9 grams per unit	Case			\$8.93	

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS

BID NO. 1011-14

PROPOSED 2012 - 2013 UNIT BID PRICING

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	A & R Wholesale Proposed 2012-2013	Gold Star Foods Proposed 2012-2013	Sysco LA Proposed 2013 Bid Unit Pricing	Campus Foods Proposed 2012-2013
79		Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$20.19			
80	6009302	Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per	Case			\$9.34	
81	8206393	Tartar Sauce	Any			5 cases	200 units per case @ 9 grams per unit	Case			\$5.81	
	881902	Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag				\$13.72

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GOLD STAR FOODS, INC.

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$31,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Gold Star Foods, Inc.

By: _____

Signature

By: _____

Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Gold Star Foods	Proposed 2012-2013 Bid Unit Pricing
13.	Cereal, Tasty O's Bowl Pack ✓ 201532	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	\$18.97	20.59
44.	Mayonnaise Lite 300174	Any			24 cases	4 units per case @ 1 gal per unit	Case	\$19.05	21.28
57.	Raisins, Box ✓ 202545	Any			119 cases	144 units per case @ 1.33 oz per unit	Case	\$23.53	28.43
66.	Spice, Chili Powder ✓ 202036	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$16.31	16.31
67.	Spice, Cumin Ground ✓ 202036	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$17.96	19.96
68.	Spice, Garlic Powder ✓ 202038	Any	Pacific Spice		24 jars	1 jar @ 5 lbs 4.515	Jar	\$17.72	15.95
75.	Sugar, Brown ✓ 202092	Any			534 bags	1 bag @ 50 lbs	Bag	\$37.60	38.08
76.	Sugar, Sweet n Low Packets 200498	Any			2 cases	1,500 units per case @ 1 gram per unit	Case converted to each	\$12.92 \$0.00861	13.71

Tiffany Riad
Bid Manager
Gold Star Foods, Inc.

GOLD STAR FOODS
3781 East Airport Drive
P.O. Box 4328
Ontario, CA 91761



GOLD STAR FOODS

April 12, 2012

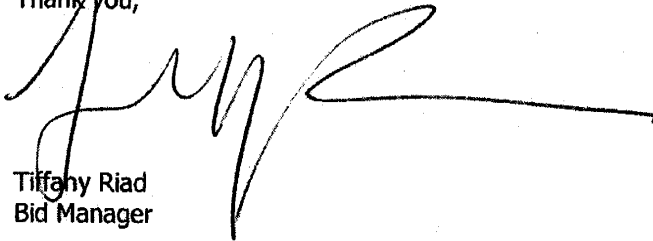
Capistrano Unified School District
Debbie Henningsen, Buyer
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Renewal of Bid No. 1011-14 Grocery Products REVISED

Gold Star Foods was awarded the contract for Grocery Products to the Capistrano Unified School District in accordance with your bid mentioned above. The term of that original contract was May 13, 2011 through May 12, 2012. This bid may be extended for up to two (2) additional one-year periods under the same terms and conditions.

Gold Star Foods would like to offer to renew our contract for the next school year and extend the attached pricing from May 12, 2012 through May 12, 2013 in accordance with the same terms and conditions.

Thank you,



Tiffany Riad
Bid Manager

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Gold Star Foods	Proposed 2012-2013 Bid Unit Pricing
13.	Cereal, Tasty O's Bowl Pack ✓ 201532	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	\$18.97	20.59
44.	Mayonnaise Lite 300174	Any			24 cases	4 units per case @ 1 gal per unit	Case	\$19.05	21.28
57.	Raisins, Box ✓ 202545	Any			119 cases	144 units per case @ 1.33 oz per unit	Case	\$23.53	28.43
66.	Spice, Chili Powder ✓ 202030	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$16.31	16.31
67.	Spice, Cumin Ground ✓ 202036	Any	Pacific Spice		2 jars	1 jar @ 5 lbs	Jar	\$17.96	19.96
68.	Spice, Garlic Powder ✓ 202038	Any	Pacific Spice		24 jars	1 jar @ 5 lbs 4.515	Jar	\$17.72	15.95
75.	Sugar, Brown ✓ 202092	Any			534 bags	1 bag @ 50 lbs	Bag	\$37.60	38.08
76.	Sugar, Sweet n Low Packets 200498	Any			2 cases	1,500 units per case @ 1 gram per unit	Case converted to each	\$12.92 \$0.00861	13.71

Tiffany Riad
 Bid Manager
 Gold Star Foods, Inc.

GOLD STAR FOODS
 3781 East Airport Drive
 P.O. Box 4328
 Ontario, CA 91761

APR 12 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

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

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.	201902 27810	Barbecue Sauce	PPI			378 cases	200 units per case @ 12 grams per unit	Case	\$5.18
3.		Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	NO BID
4.		Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	NO BID

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.	202680 71187-11303	Beans, Refried Vegetarian Dehydrated	Casa Solano	TRINIDAD BENHAM	71187-11303	240 cases	6 units per case @ 30 oz per unit	Case	\$18.77
6.	202150 74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	\$48.72
7.	200896 19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
8.	200932 42345	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
9.	200920 40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	\$27.98
10.	202548 38000-48399	Cereal Bar, Cocoa Kripiess Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	\$25.06
11.	202597 38000-48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	\$25.06
12.	200846 11941	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	\$23.36
* 13.	201532 394	Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 ⁶⁹ oz per unit	Case	\$18.97

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

(323) 846-8400 Fax (323) 846-1997

Company Name _____

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	\$22.57
15.	200870 11988	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	\$38.94
16.	200258 02800	Chili Con Carne	Any	CAMPBELL SOUP CO.	02800	5 cases	6 units per case @ #10 can per unit	Case	\$59.20
17.	202732 56070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	\$30.12
18.	200268 14367	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	\$43.17
19.	18105 200290	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	\$46.45
20.	201272 30100- 38406	Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case	\$13.17
21.	201100 39080	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 8 oz. 1 per unit	Case	\$22.93
22.	16999 200280	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$41.37

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	201156 30100-01009	Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case	\$8.78
24.	201994 74470	Croutons, Individual wrapped bags	Any			46 cases	250 units per case @.25 oz per unit	Case	\$15.94
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @.25 oz per unit	Case	NO BID
26.	300052 1152	Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	\$45.36
27.	300054 SR394	Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	\$39.50
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.	202616 64962	Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	\$18.21
30.	201614 82070	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	\$11.54
31.	201616 82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	\$9.40

Bid Form and Agreement
Page 18

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	201604 81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	\$7.95
33.	201606 81978	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	\$ 11.09
34.	201602 81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	\$11.64
35.		Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	NO BID
36.		Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID
37.	202176 64040	Fruit, Canned Mandarin Oranges	Any	AMERICAN ROLAND	64040	3 cases	6 units per case @ #10 can per unit	Case	\$ 34.56
38.		Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	NO BID
39.		Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID

GOLD STAR FOODS

P.O. Box 56105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	NO BID
41.		Fruit Canned Pineapple Chunks	Any			116 cases	6 units per case @ #10 can per unit	Case	NO BID
42.	202630 00145	Jalapenos	Any	DOT FOODS	00145/ 473969	15 cases	6 units per case @ #10 can per unit	Case	\$25.45
43.	201422 139	Jelly, Grape	Any	LYONS MAGNUS	139	172 cases	6 units per case @ #10 can per unit	Case	\$44.26
* 44.	300174 77191	Mayonnaise Lite	Any	VENTURA FOODS	77191	24 cases	4 units per case @ 1 gal per unit	Case	\$19.05
45.	201894 21810	Mayonnaise Lite	Best Foods	PORTION PAC	21810	246 cases	200 units per case @ 12 grams per unit	Case	\$8.37
46.	201972 5390	Mustard	Americana	PORTION PAC	5390	132 cases	500 units per case @ 5.5 grams per unit	Case	\$5.88

GOLD STAR FOODS

P.O. Box 5816, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any			6 cases	6 units per case @ #10 can per unit	Case	NO BID
48.	200110 56240	Pan Coating Aerosol	Any	BUTTER BWS	56240	6 cases	6 units per case @ 22 oz per unit	Case	\$19.61
49.	200220 1446	Pasta, Penne Whole Grain	Any	BARILLA PASTA	1446	133 cases	1 unit per case @ 20 lbs	Case	\$28.36
50.	200218 1444	Pasta, Spaghetti Whole Grain	Any	BARILLA PASTA	1444	50 cases	1 unit per case @ 20 lbs	Case	\$28.36
51.	300040 1501	Pickle Chips, Dill	Any	HOMADE PICKLE SALES	1501	13 cases	4 units per case @ 1 gal per unit	Case	\$15.37
52.		Pickle Spears, Dill	Any			2 cases	6 units per case @ #10 can per unit	Case	NO BID
53.	300046 3705	Pickle Spears, Dill	Any	HOMADE PICKLE SALES	3705	2 cases	1 unit per case @ 5 gallons	Case	\$21.49
54.	201144 36000-00500	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	\$22.82
55.	201142 36000-00499	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	\$22.82

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	201202 38770-09584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	\$22.82
* 57.	202545 10108855	Raisins, Box	Any	BOGHOSIAN RAISIN PACKING CO.	10108855	119 cases	144 units per case @ 1.33 oz per unit	Case	\$23.53
58.	201908 39520	Relish, Sweet	Any	PORTION PAC	39520	8 cases	200 units per case @ 9 grams per unit	Case	\$9.03
59.	300044 1601	Relish, Sweet	Any	HOMMADE PICKLE SALES	1601	2 cases	4 units per case @ 1 gal per unit	Case	\$20.82
60.	113198 189664530	Rice, Long Grain Par Boiled	Any	TRINIDAD BENHAM	189664530	87 cases	1 unit per case @ 25 lb Bag	Case	\$13.48
61.	101934 R2PX 25570	Rice, Brown Whole Grain	Any	PRODUCERS RICE MILL	R2PX 25570	450 cases	1 unit per case @ 1 25 lb Bag	Case	\$13.43
62.	202811 75386 04992	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	\$38.00
63.	200266 13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	\$41.25

GOLD STAR FOODS

P.O. Box 58165, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

APR 12 2011

Grocery Products
Bid No. 1011-14

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.	201906 7336580	Soy Sauce	Any	PORTION PAC	7336580	54 cases	500 units per case @ 9 grams per unit	Case	\$11.71
65.	202020 BSI12I	Spice, Basil Ground	Any	PACIFIC SPICE	BSI12I	4 jars	1 jar @ 2.4 oz	Jar	\$2.73
* 66.	202030 CHILPWP	Spice, Chili Powder	Any	PACIFIC SPICE	CHILPWO 6I	2 jars	1 jar @ 5 lbs	Jar	\$16.31
* 67.	202036 CUM66I	Spice, Cumin Ground	Any	PACIFIC SPICE	CUM66I	2 jars	1 jar @ 5 lbs	Jar	\$17.96
* 68.	202078 16PCHN12I	Spice, Garlic Powder	Any	PACIFIC SPICE	16PCHN 12I	24 jars	1 jar @ 5 lbs	Jar	\$17.72
69.	202002 20C15	Spice, Onion Dehydrated	Any	PACIFIC SPICE	20C15	3 tubs	1 tub @ 15 lbs	Tub	\$3.02 = \$45. per lb per Secon
70.	202016 PEPB66I	Spice, Pepper Ground	Any	PACIFIC SPICE	PEPB66I	1 jar	1 jar @ 5 lbs	Jar	\$24.48
71.	200560 118160	Spice, Salt Granulated	Any	PEARSON SALES CO.	118160	3 bags	1 bag @ 25 lbs	Bag	\$4.96
72.	202041 SESH12I	Spice, Sesame Seed	Any	PACIFIC SPICE	SESH12I	38 jars	1 jar @ 12 oz	Jar	\$4.02
73.	202082 SAM-25/ SAH-25	Sugar, Granulated	Any	PEARSON SALES CO.	SAM-25/ SAH-25	1 bag	1 bag @ 25 lbs	Bag	\$21.68
74.	200506 23570/ 165441	Sugar Packets	Any	DIAMOND CRYSTAL	23570/ 165441	2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$11.70
* 75.	202092 SAM-025	Sugar, Brown	Any	PEARSON SALES CO.	SAM-025	534 bags	1 bag @ 50 lbs	Bag	\$37.60

GOLD STAR FOODS

P.O. Box 58105, Vernon, CA 90058-0105

Company Name (323) 846-8400 Fax (323) 846-1997

Grocery Products
Bid No. 1011-14

APR 12 2011

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 76.	200498 11614	Sugar, Sweet n Low Packets	Any	DIAMOND CRYSTAL	11614	2 cases	1,500 units per case @ 1 gram per unit	Case	\$12.92
77.	201880 13970	Syrup, Maple	Any	PORTION PAC	13970	534 cases	100 units per case @ 1.5 oz per unit	Case	\$7.93
78.	201912 41580	Taco Sauce	Any	PORTION PAC	41580	367 cases	500 units per case @ 9 grams per unit	Case	\$9.74
79.	202268 193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	\$21.26
80.	100312 21104	Taco Shells, 5" Corn Baked	Any	MAUIHITENDOC	21104	395 cases	200 units per case @ 5 inches per unit	Case	\$12.95
81.	201916 43570	Tartar Sauce	Any	PORTION PAC	43570	5 cases	200 units per case @ 9 grams per unit	Case	\$6.36
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	NO BID

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

APR 12 2011

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Tiffany Rlaed whose title is Bid Specialist authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
 Yes, other public agencies may purchase from this Bid.
 No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
 Extension option for one year: option granted option not granted
 Extension option for a second year: option granted option not granted
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

APR 12 2011

K. I, Tiffany Rael the Paed specialist (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: Tiffany Rael - Gold Star Foods

Signed by: [Signature]

Date: 4/12/11

Business Address: GOLD STAR FOODS
P.O. Box 58105, Vernon, CA 90058-0105
(323) 846-8400 Fax (323) 846-1997

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: Gold Star Foods, Inc.
(a Delaware Corporation*)

Business Address: 2652 Long Beach Ave.
Los Angeles, CA 90058

Signed by: [Signature], President**

Dated: 4/11/11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with an astrisk *

Signed by: J. Albrecht

Print Name: Terry Fluvent

Title: Director, Purchasing

Date: 5/24/11

The term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPUS FOODS, INC

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Campus Foods, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$4,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

CONTRACTOR

Campus Foods, Inc.

By: _____

Signature

Print Name

Title

Date: _____

Exhibit A
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Campus Foods *AK*

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Campus Foods	Proposed 2012-2013 Bid Unit Pricing
16.	Chili Con Carne	Any <i>Campbell's</i>	<i>Baker</i>	<i>V# 5709</i>	5 cases	6 units per case @ #10 can per unit	Case <i>6/110 12/5002</i>	\$48.90	\$58.80 <i>660.19</i> <i>MS</i>
22.	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$37.25	<i>\$42.50</i>
26.	Dressing, Chipotle Ranch	Ken's		<i>V# 1145</i>	14 cases	4 units per case @ 1 gal per unit	Case	\$45.00	<i>\$46.32</i>
31.	Dressing, Raspberry Fat Free Vinaigrette	Marzetti	<i>NO FF</i>	<i>MFR 82553</i>	41 cases	60 units per case @ 1.5 oz per unit	Case	\$9.20	<i>\$10.06</i>
32.	Dressing, Italian Fat Free	Marzetti		<i>MFR 81290</i>	4 cases	60 units per case @ 1.5 oz per unit	Case	\$7.70	<i>\$8.43</i>
34.	Dressing, Asian Sesame	Marzetti		<i>MFR 81290</i>	22 cases	60 units per case @ 1.5 oz per unit	Case	\$11.50	<i>\$12.47</i>
35.	Fruit, Canned Applesauce	Any		<i>V# 6357</i>	48 cases	6 units per case @ #10 can per unit	Case	\$22.00	<i>\$22.00</i>
37.	Fruit, Canned Mandarin Oranges	Any		<i>V# 6316</i>	3 cases	6 units per case @ #10 can per unit	Case	\$27.20	<i>\$27.44</i>
38.	Fruit, Canned Mixed	Any		<i>V# 6391</i>	25 cases	6 units per case @ #10 can per unit	Case	\$26.60	<i>\$27.94</i>
47.	Olives, Sliced Black	Any		<i>V# 6321</i>	6 cases	6 units per case @ #10 can per unit	Case	\$31.60	<i>\$31.60</i>
48.	Pan Coating Aerosol	Any		<i>V# 6876</i>	6 cases	6 units per case @ 22 oz per unit <i>6/1702</i>	Case	\$21.15 <i>\$0.96/oz</i>	<i>\$19.05</i>
52.	Pickle Spears, Dill	Any		<i>V# 6577</i>	2 cases	6 unit per case @ #10 can per unit	Case	\$16.99	<i>\$20.30</i>
64.	Soy Sauce	Any		<i>V# 6747</i>	54 cases	500 units per case @ 9 grams per unit	Case	\$9.100	<i>\$9.18</i>
65.	Spice, Basil Ground	Any		<i>V# 4010</i>	4 jars	1 jar @ 24 oz	Jar	\$2.65	<i>\$2.65</i>

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Campus Foods *AS*

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Campus Foods	Proposed 2012-2013 Bid Unit Pricing
70.	Spice, Pepper Ground	Any	Pacific Spice	V# 1208	1 jar	1 jar @ 5 lbs	Jar	\$23.35	\$ 33.66
73.	Sugar, Granulated	Any		V# 0704	1 bag	1 bag @ 25 lbs	Bag	\$17.25	\$ 18.55
82.	Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia		V# mfg 881402	12 bags	1 bag @ 12 lbs - case 1 bag 2 lbs	Bag	\$11.75	\$ 13.72 → 27.44



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

GARY PRITCHARD, Ph. D.
PRESIDENT
JOHN M. ALPAY
VICE PRESIDENT
LYNN HATTON
CLERK
ELLEN M. ADDONIZIO
JACK R. BRICK
ANNA BRYSON
SUE PALAZZO
SUPERINTENDENT
JOSEPH M. FARLEY, ED.D.

March 21, 2012

Ernesto De Loa, Operations Officer
Campus Foods
14120 East Valley Blvd.
City of Industry, CA. 91746

Subject: Bid No. 1011-14 –Grocery Products

Dear Mr. De Loa:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing

enc.

3/14 Verified with May Sinclair, Purchasing-Received.

3/22 Faxed 624-330-6053

3/22 E-mailed

3/22 Mailed Hardcopy



CAMPUS FOODS

Forward is our direction www.campusfoods.com
14120 E. Valley Blvd. City of Industry, Ca. 91746 Phone: 626.330.3479 Fax: 626.333.0129

April 12, 2012

Capistrano Unified School District
Debbie Henningsen, Buyer - Purchasing
33122 Valle Road
San Juan Capistrano, Ca. 92675

Subject: Bid No. 1011-14- Grocery Products

Dear Debbie,

Enclosed is the Renewal Pricing for Campus Foods for school year starting May 13, 2012 through May 12, 2013. Campus would like extend our existing contract with the revised pricing for the new year as enclosed.

Thank you for your business, should you have any questions please do not hesitate to call.

Sincerely,

May Sinclair

Bid Specialist
Campus Foods

CAPISTRANO UNIFIED SCHOOL DISTRICT
GROCERY PRODUCTS
BID NO. 1011-14
BID SUMMARY

Campus Foods *AK*

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Campus Foods	Proposed 2012-2013 Bid Unit Pricing
16.	Chili Con Carne	Any <i>Campbell's</i>	<i>Packer</i>	<i>V# 5709</i>	5 cases	6 units per case @ #10 can per unit	<i>Case 6/110 12/5042</i>	\$48.90	\$58.80 660.19 <i>MS</i>
22.	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$37.25	\$42.50
26.	Dressing, Chipotle Ranch	Ken's		<i>V# 1145</i>	14 cases	4 units per case @ 1 gal per unit	Case	\$45.00	\$46.32
31.	Dressing, Raspberry Fat Free Vinaigrette	Marzetti	<i>NO FF</i>	<i>MFF 82553</i>	41 cases	60 units per case @ 1.5 oz per unit	Case	\$9.20	\$10.06
32.	Dressing, Italian Fat Free	Marzetti		<i>\$975 MFF 81240</i>	4 cases	60 units per case @ 1.5 oz per unit	Case	\$7.70	\$8.43
34.	Dressing, Asian Sesame	Marzetti		<i>MFF 81290</i>	22 cases	60 units per case @ 1.5 oz per unit	Case	\$11.50	\$12.47
35.	Fruit, Canned Applesauce	Any		<i>V# 6357</i>	48 cases	6 units per case @ #10 can per unit	Case	\$22.00	\$22.00
37.	Fruit, Canned Mandarin Oranges	Any		<i>V# 6316</i>	3 cases	6 units per case @ #10 can per unit	Case	\$27.20	\$27.44
38.	Fruit, Canned Mixed	Any		<i>V# 6391</i>	25 cases	6 units per case @ #10 can per unit	Case	\$26.60	\$27.94
47.	Olives, Sliced Black	Any		<i>V# 6321</i>	6 cases	6 units per case @ #10 can per unit	Case	\$31.60	\$31.60
48.	Pan Coating Aerosol	Any		<i>V# 6576</i>	6 cases	6 units per case @ 22 oz per unit	<i>6/1702</i>	\$21.15 \$0.96/oz	\$19.05
52.	Pickle Spears, Dill	Any		<i>V# 6577</i>	2 cases	6 unit per case @ #10 can per unit	Case	\$16.99	\$20.30
64.	Soy Sauce	Any		<i>V# 6747</i>	54 cases	500 units per case @ 9 grams per unit	Case	\$9.100	\$9.18
65.	Spice, Basil Ground	Any		<i>V# 4010</i>	4 jars	1 jar @ 24 oz	Jar	\$2.65	\$2.65

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Campus Foods *AK*

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Campus Foods	Proposed 2012-2013 Bid Unit Pricing
70.	Spice, Pepper Ground	Any	Pacific Spice	V# 1208	1 jar	1 jar @ 5 lbs	Jar	\$23.35	\$ 33.66
73.	Sugar, Granulated	Any		V# 0704	1 bag	1 bag @ 25 lbs	Bag	\$17.25	\$ 18.55
82.	Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia		V# mfg 681402	12 bags	1 bag @ 12 lbs - case 1 bag 4x2x10 2 bags	Bag	\$11.75	\$ 13.72 → 22.44

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

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

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NB
2.		Barbecue Sauce	PPI			378 cases	200 units per case @ 12 grams per unit	Case	503
3.		Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	2125
4.		Beans, Green, Low Sodium #10 can	Any			54 cases	6 units per case @ #10 can per unit	Case	NB

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Santiago		240 cases	6 units per case @ 30 oz per unit	Case	25 ⁹⁰
6.		Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	NB
7.		Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	2825 27 ⁵⁰
8.		Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁵⁰
9.		Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁵⁰
10.		Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	27 ⁵⁰
11.		Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	27 ⁵⁰
12.		Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	23 ⁰⁰
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	19 ⁰⁰

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.		Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	30 ⁰⁵
15.		Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	39 ⁵⁰
16.		Chili Con Carne	Any	Packer Label		5 cases	6 units per case @ #10 can per unit	Case	48 ⁹⁰
17.		Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	27 ⁴⁰
18.		Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	39 ⁰⁰
19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	44 ²⁵
20.		Cracker, Graham Honey Rite	Keebler			150 cases	200 units per case packed 2 ea per pack	Case	15 ³⁵
21.		Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	20 ⁷⁵
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	37 ²⁵

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.		Cracker, Saltine	Keebler			49 cases	500 units per case packed 2 ea per pack	Case	10 ²⁰
24.		Croutons, Individual wrapped bags	Any	Marzetti		46 cases	250 units per case @ .25 oz per unit	Case	18 ⁷⁵
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NB
* 26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	45 ⁰⁰
27.		Dressing, Ranch Buttermilk	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	39 ⁰⁰
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NB
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	18 ⁰⁵
30.		Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	11 ²⁵
* 31.		Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	9 ²⁰

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 32.		Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	770
33.		Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	1090
* 34.		Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	1150
* 35.		Fruit, Canned Applesauce	Any	Cal Girl		48 cases	6 units per case @ #10 can per unit	Case	2200
36.		Fruit, Canned Apricot Halves	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	3270
* 37.		Fruit, Canned Mandarin Oranges	Any	Cal Girl		3 cases	6 units per case @ #10 can per unit	Case	2720
* 38.		Fruit, Canned Mixed	Any	Cal Girl		25 cases	6 units per case @ #10 can per unit	Case	2660
39.		Fruit Canned Peaches Sliced	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	2435

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any	Cal Girl		50 cases	6 units per case @ #10 can per unit	Case	22 ⁵⁰
41.		Fruit Canned Pineapple Chunks	Any	Cal Girl		116 cases	6 units per case @ #10 can per unit	Case	28 ³⁰
42.		Jalapenos	Any	Pueblito		15 cases	6 units per case @ #10 can per unit	Case	18 ⁰⁰
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NB
44.		Mayonnaise Lite	Any	Chefs Pride		24 cases	4 units per case @ 1 gal per unit	Case	22 ⁷⁰
45.		Mayonnaise Lite	Best Foods			246 cases	200 units per case @ 12 grams per unit	Case	NB
46.		Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	5 ²¹

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 47.		Olives, Sliced Black	Any	Cal Girl		6 cases	6 units per case @ #10 can per unit	Case	31 ⁶⁰
* 48.		Pan Coating Aerosol	Any	Pride Pan Coating		6 cases	6 units per case @ 22 oz per unit	Case	21 ¹⁵
49.		Pasta, Penne Whole Grain	Any	Barilla		133 cases	1 unit per case @ 20 lbs	Case	28 ⁷⁰
50.		Pasta, Spaghetti Whole Grain	Any	Barilla		50 cases	1 unit per case @ 20 lbs	Case	28 ⁷⁰
51.		Pickle Chips, Dill	Any	Homemade Pickles		13 cases	4 units per case @ 1 gal per unit	Case	13 ⁸⁵
* 52.		Pickle Spears, Dill	Any	Homemade Pickles		2 cases	6 units per case @ #10 can per unit	Case	16 ⁹⁹
53.		Pickle Spears, Dill	Any	Homemade Pickles		2 cases	1 unit per case @ 5 gallons	Case	20 ²⁵
54.		Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	22 ⁷⁵
55.		Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	22 ⁷⁵

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.		Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	22 ⁷⁵
57.		Raisins, Box	Any	AZAR		119 cases	144 units per case @ 1.33 oz per unit	Case	30 ⁵⁰
58.		Relish, Sweet	Any	Ventura Foods		8 cases	200 units per case @ 9 grams per unit	Case	5 ⁴⁴
59.		Relish, Sweet	Any	Homemade Pickles		2 cases	4 units per case @ 1 gal per unit	Case	19 ⁴⁰
60.		Rice, Long Grain Par Boiled	Any	C&F		87 cases	1 unit per case @ 25 lb Bag	Case	15 ⁵⁰
61.		Rice, Brown Whole Grain	Any			450 cases	1 unit per case @ 1 25 lb Bag	Case	NB
62.		Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	26 ⁷⁵
63.		Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	42 ⁰⁰

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 64.		Soy Sauce	Any	Sona		54 cases	500 units per case @ 9 grams per unit	Case	910
* 65.		Spice, Basil Ground	Any	P spice		4 jars	1 jar @ 24 oz	Jar	265
66.		Spice, Chili Powder	Any	P spice		2 jars	1 jar @ 5 lbs	Jar	1715
67.		Spice, Cumin Ground	Any	P spice		2 jars	1 jar @ 5 lbs	Jar	1970
68.		Spice, Garlic Powder	Any	P spice		24 jars	1 jar @ 5 lbs	Jar	2450
69.		Spice, Onion Dehydrated	Any	P spice		3 tubs	1 tub @ 15 lbs	Tub	3450
* 70.		Spice, Pepper Ground	Any	P Spice		1 jar	1 jar @ 5 lbs	Jar	2335
71.		Spice, Salt Granulated	Any	Morton		3 bags	1 bag @ 25 lbs	Bag	440
72.		Spice, Sesame Seed	Any	P spice		38 jars	1 jar @ 12 oz	Jar	550
* 73.		Sugar, Granulated	Any	C&H		1 bag	1 bag @ 25 lbs	Bag	1725
74.		Sugar Packets	Any	C&H		2 cases	2,000 units per case @ 2.8 oz per unit	Case	1725
75.		Sugar, Brown	Any	C&H		534 bags	1 bag @ 50 lbs	Bag	3860

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	Sweet & Low		2 cases	1,500 1,200 units per case @ 1 gram per unit	Case	19 <u>60</u>
77.		Syrup, Maple	Any	Hollens		534 cases	100 units per case @ 1.5 oz per unit	Case	6 <u>45</u>
78.		Taco Sauce	Any	DNS		367 cases	500 units per case @ 9 grams per unit	Case	8 <u>55</u>
79.		Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	24 <u>25</u>
80.		Taco Shells, 5" Corn Baked	Any	La Tapatia 5.5"		395 cases	200 units per case @ 5 inches per unit	Case	34 <u>60</u>
81.		Tartar Sauce	Any	PPI		5 cases	200 units per case @ 9 grams per unit	Case	6 <u>50</u>
* 82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	11 <u>75</u>

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Ernesto De Laa whose title is Operation Mgr authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.
 No, other public agencies may not purchase from this Bid.

- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: option granted option not granted

Extension option for a second year: option granted option not granted

(Options Granted only if MFG prices stay the same)

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, Ernesto DeLoa the Operations Mgr (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: Campus foods Inc.
Signed by: Ernesto de loa / Ernesto De Loa
Date: 4-11-11
Business Address: 14170 E. valley Blvd
City of Industry CA 91746

PARTNERSHIP

Name: _____
Signed by: _____ Partner
Date: _____
Business Address: _____

Other Partners: _____

CORPORATION

Name: _____
(a _____ Corporation*)
Business Address: _____

Signed by: _____, President**,
Dated: _____

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with an astrisk *

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/25/11

Term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with two (2) one-year renewal terms at the option of the Board of Trustee.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A & R WHOLESALE DISTRIBUTORS, INC.

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with A & R Wholesale Distributors, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$27,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**A & R WHOLESALE
DISTRIBUTORS, INC.**

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



A&R WHOLESALE DIST, INC.

**12-13 CAPISTRANO USD
GROCERY BID 1011-14
BID SUMMARY**

CAT	ITEM #	Item Description	UNIT	11-12	12-13
3.	043452	Beans Black Teasdale 6-#10	Case	\$ 19.54	\$ 21.55
4.	38180	Beans Green CHH 6-#10	Case	\$ 23.88	\$ 25.85
6.	74161	Frank's Buffalo Sauce 4-1gal	Case	\$ 41.88	\$ 41.88
10	48399	Cereal-Bar Cocoa Krispies Choc (48399) 96-1.27oz	Case	\$ 23.53	\$ 24.04
11.	48396	Cereal-Bar RiceKrispy AppCinn (48396) 96-1.27oz	Case	\$ 23.53	\$ 24.04
12.	11922	GM Cheerios MultiGrain (11922) Bowl Pak 96-1oz	Case	\$ 22.16	\$ 23.08
14.	45861	Kelg (45861) Frst Mini-Whts Bites Choc Cereal 96-1oz	Case	\$ 20.93	\$ 21.65
15.	11988	GM Cheerios Hny Nut Bulk 4-39oz	Case	\$36.96	\$ 36.96
17.	51070	J&J BellyBear WHL Grain (56070) Choc Grhm 200-1oz	Case	\$ 26.25	\$ 22.92
18.	086182	Pep-Farm (14367) Goldfish 300-0.75oz	Case	\$ 38.99	\$ 43.60
19.	18105	Pep-Farm (18105) WHL-G Goldfish 300-0.75oz	Case	\$ 42.89	\$ 46.90
21.	39085	J&J Jungle Crkrs Whl Grain (39085) 200-.9oz	Case	\$ 19.85	\$ 22.92
27.	00892	Dressing RichInAll Ranch 4-1gal	Case	\$ 29.42	\$ 29.42
30.	82000	Marzetti Caesar Dress(82000)60-1.5oz	Case	\$ 11.14	\$ 12.15
33.	81978	Marzetti Lite Ranch Dress(81978)60-1.5oz	Case	\$ 10.72	\$ 11.77
36.	041275	Apricots 6-#10	Case	\$ 21.97	\$ 31.30
39.	041271	Peaches Sliced CHH 6-#10	Case	\$ 25.98	\$ 25.98
40.	041222	Pears Sliced CHH 6-#10	Case	\$ 26.55	\$ 26.55
41.	041909	Pineapple Chunks Jackpot 6-#10	Case	\$ 26.69	\$ 26.69
42.	08395	Jalapenos Nacho Sliced Del Sol 6-#10can	Case	\$ 18.88	\$ 18.88
45.	7621810	PPI AME Mayo (7621810) 200-12gm	Case	\$ 6.82	\$ 7.22
49.	003771	Pasta Barilla Penne Whl Grain 20#	Case	\$ 18.98	\$ 18.98
50.	003769	Pasta Barilla Spaghetti Whl Grain 20#	Case	\$ 18.98	\$ 18.98
53.	370500	Dill Spears Pickles 5gal	Tub	\$ 20.16	\$ 20.16
54.	081609	Kelg (00498) PopTart Strw Single 80ct.	Case	\$ 21.85	\$ 21.85
60.	042002	Rice Long Grain Parboiled 25#	Bag	\$ 12.11	\$ 12.11
61.	20147	Rice Long Grain Brown Peak 25#	Bag	\$ 12.11	\$ 12.11
69.	12054	Spice, Onion Dehydrated	Jar	\$ 34.24	\$ 36.52
71.	08399	Salt Tru-Flo (8423) Iodized 25#	Bag	\$ 4.32	\$ 4.32
72.	12091j	Spices Pacific Sesame Seed 21oz	Jar	\$ 3.62	\$ 3.92
74.	688383	C&H Sugar Indv Packets 2000ct	Case	\$ 12.92	\$ 12.92



A&R WHOLESALE DIST., INC.

**12-13 CAPISTRANO USD
GROCERY BID 1011-14
BID SUMMARY**

CAT	ITEM #	Item Description	UNIT	11-12	12-13
79.	00193	Tapatio Hot Sauce 500-7gm	Case	\$ 19.92	\$ 20.19



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, PH. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

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SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

March 21, 2012

Russell Irwin, Key Account Manager
A & R Wholesale Distributors, Inc.
5375 E. Hunter Ave.
Anaheim, CA. 92807

Subject: Bid No. 1011-14 –Grocery Products

Dear Mr. Irwin:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing

enc.

3/22 Faxed 626-330-0053

3/22 E-mailed

3/22 Mailed Hardcopy

SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



A&R WHOLESALE DIST., INC.

12-13 CAPISTRANO USD

GROCERY BID 1011-14

BID SUMMARY

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50.	003769	Pasta Barilla Spaghetti Whl Grain 20#	Case	\$ 18.98	\$ 18.98
53.	370500	Dill Spears Pickles 5gal	Tub	\$ 20.16	\$ 20.16
54.	081609	Kelg (00498) PopTart Strw Single 80ct.	Case	\$ 21.85	\$ 21.85
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69.	12054	Spice, Onion Dehydrated	Jar	\$ 34.24	\$ 36.52
71.	08399	Salt Tru-Flo (8423) Iodized 25#	Bag	\$ 4.32	\$ 4.32
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74.	688383	C&H Sugar Indv Packets 2000ct	Case	\$ 12.92	\$ 12.92



A&R WHOLESALE DIST., INC.

**12-13 CAPISTRANO USD
GROCERY BID 1011-14
BID SUMMARY**

CAT	ITEM #	Item Description	UNIT	11-12	12-13
79.	00193	Tapatio Hot Sauce 500-7gm	Case	\$ 19.92	\$ 20.19

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

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

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
1.		Base, Vegetable Low Sodium	Med Diet			10 cases	6 units per case @ 16.0 oz per unit	Case	NO BID
2.		Barbecue Sauce	PPI AMERICANA		7267810	378 cases	200 units per case @ 12 grams per unit	Case	4.42
* 3.	043552	Beans, Black, #10 can	Teasdale			65 cases	6 units per case @ #10 can per unit	Case	18.22
* 4.		Beans, Green, Low Sodium #10 can	Any	CALIFORNIA HEALTHY HARVEST (CHH)	38180	54 cases	6 units per case @ #10 can per unit	Case	20.29

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
5.		Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quik	82010	240 cases	6 units per case @ 30 oz per unit	Case	18 ⁷⁴
* 6.	74161	Buffalo Wing Sauce	Frank's			4 cases	4 units per case @ 1 gal per unit	Case	41 ⁸⁸
7.	19437	Cereal Bar, Cinnamon Toast Crunch	General Mills			761 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
8.	42395	Cereal Bar, Trix	General Mills			83 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
9.	40478	Cereal Bar, Fruity Cheerios	General Mills			55 cases	96 units per case @ 1.4 oz per unit	Case	27 ⁴⁸
* 10.	48399	Cereal Bar, Cocoa Kripies Choc.	Kellogg's			250 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 11.	48396	Cereal Bar, Rice Krispy Apple	Kelloggs			260 cases	96 units per case @ 1.27 oz per unit	Case	23 ⁵³
* 12.	041902	Cereal, Cheerios Bowl Pack	General Mills			170 cases	96 units per case @ 1.4 oz per unit	Case	22 ¹⁶
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	NO BID

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 14.	45861	Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's			275 cases	96 units per case @ 28 grams per unit	Case	20 ⁹³
* 15.	TBD	Cereal, Honey Nut Bulk Pack	General Mills			10 cases	4 units per case @ 39 oz per unit	Case	36 ⁹⁶
16.		Chili Con Carne	Any			5 cases	6 units per case @ #10 can per unit	Case	NO BID
* 17.	51070	Cracker, Belly Bear Whole Grain Choc	J & J			236 cases	200 units per case @ 28 grams per unit	Case	26 ²⁵
* 18.	086182	Cracker, Gold Fish	Pepper ridge Farm			2,401 cases	300 units per case @ .75 oz per unit	Case	38 ⁹⁹
* 19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm			50 cases	300 units per case @ .75 oz per unit	Case	42 ⁸⁹
20.	081008	Cracker, Graham Honey Rite	Keebler 38406			150 cases	200 units per case packed 2 ea per pack	Case	12 ⁶³
* 21.	39085	Cracker, Jungle Whole Grain	J & J			288 cases	200 units per case @ 9 oz. per unit	Case	19 ⁸⁵
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	38 ⁰⁹

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
23.	080507	Cracker, Saltine	Keebler 1008			49 cases	500 units per case packed 2 ea per pack	Case	842
24.		Croutons, Individual wrapped bags	Any	MARZETTI	140015	46 cases	250 units per case @ .25 oz per unit	Case	1672
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	NO BID
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	NO BID
* 27.	00892	Dressing, Ranch Buttermilk	Ken's	RICH IN ALL		14 cases	4 units per case @ 1 gal per unit	Case	2942
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	NO BID
29.		Dressing, Ranch Fat Free	Kraft			275 cases	200 units per case @ 7/16 oz per unit	Case	NO BID
* 30.	82000	Dressing, Creamy Caesar	Marzetti			175 cases	60 units per case @ 1.5 oz per unit	Case	114
31.	82553	Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	974

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.	81975	Dressing, Italian Fat Free	Marzetti			4 cases	60 units per case @ 1.5 oz per unit	Case	7 ⁹⁹ 11 ¹⁹
				TP GOURMET 100/1.5 OZ	001984				
* 33.	81992	Dressing, Ranch Lite	Marzetti			214 cases	60 units per case @ 1.5 oz per unit	Case	10 ⁷²
34.	81290	Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	11 ²⁷
35.		Fruit, Canned Applesauce	Any			48 cases	6 units per case @ #10 can per unit	Case	23 ¹⁶
				INDEPENDENT	043499				
* 36.		Fruit, Canned Apricot Halves	Any			50 cases	6 units per case @ #10 can per unit	Case	21 ⁹⁷
				CHH	041275				
37.		Fruit, Canned Mandarin Oranges	Any			3 cases	6 units per case @ #10 can per unit	Case	29 ⁸⁹
				JACKPOT	041289				
38.		Fruit, Canned Mixed	Any			25 cases	6 units per case @ #10 can per unit	Case	28 ²⁸
				CHH	30455				
* 39.		Fruit Canned Peaches Sliced	Any			50 cases	6 units per case @ #10 can per unit	Case	22 ⁸⁸
				CHH	041271				

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
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Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 40.		Fruit Canned Pears Sliced	Any	CHH	041222	50 cases	6 units per case @ #10 can per unit	Case	22 ³²
* 41.		Fruit Canned Pineapple Chunks	Any	JACK POT	041909	116 cases	6 units per case @ #10 can per unit	Case	26 ⁶⁹
* 42.		Jalapenos	Any	DEL SEL	08395	15 cases	6 units per case @ #10 can per unit	Case	17 ⁷²
43.		Jelly, Grape	Any			172 cases	6 units per case @ #10 can per unit	Case	NO BID
44.		Mayonnaise Lite	Any	EARDEN BANNER	001040	24 cases	4 units per case @ 1 gal per unit	Case	22 ⁴⁴
* 45.		Mayonnaise Lite	Best Foods	PPI AMERICANA	762180	246 cases	200 units per case @ 12 grams per unit	Case	* 6 ⁸²
46.	7605390	Mustard	Americana			132 cases	500 units per case @ 5.5 grams per unit	Case	512

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	JACKPOT	040919	6 cases	6 units per case @ #10 can per unit	Case	32 ²²
48.		Pan Coating Aerosol	Any	PRIDE	TBD	6 cases	6 units per case @ 22 oz per unit	Case	22 ⁴⁴
* 49.		Pasta, Penne Whole Grain	Any	BARILLA	003771	133 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
* 50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	003769	50 cases	1 unit per case @ 20 lbs	Case	18 ⁹⁸
51.		Pickle Chips, Dill	Any	HOMADE	041800	13 cases	4 units per case @ 1 gal per unit	Case	13 ⁷⁵
52.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	6 units per case @ #10 can per unit 5 GAL	Case	20 ¹⁶
* 53.		Pickle Spears, Dill	Any	HOMADE	370500	2 cases	1 unit per case @ 5 gallons	Case	20 ¹⁶
* 54.	081609	Pop Tart, Strawberry, Single	Kelloggs			509 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵
55.	081608	Pop Tart, Blueberry, Single	Kelloggs			78 cases	80 units per case @ 1.83 oz per unit	Case	21 ⁸⁵

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
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Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
56.	08584	Pop Tart, Brown Sugar	Kelloggs			707 cases	80 units per case @ 1.76 oz per unit	Case	21 ⁸⁵
57.		Raisins, Box	Any	AZAR	25510	119 cases	144 units per case @ 1.33 oz per unit	Case	29 ²⁴
58.		Relish, Sweet	Any	DPI AMERICANA	7639520	8 cases	200 units per case @ 9 grams per unit	Case	5 ²⁴
59.		Relish, Sweet	Any	HOMADE	040202	2 cases	4 units per case @ 1 gal per unit	Case	19 ³⁴
* 60.		Rice, Long Grain Par Boiled	Any	PEAK	042002	87 cases	1 unit per case @ 25 lb Bag	Case	12 ¹¹
* 61.		Rice, Brown Whole Grain	Any	PEAK	20147	450 cases	1 unit per case @ 1 25 lb Bag	Case	12 ¹¹
62.	041579	Salsa - Verde	Embasa Verde			15 cases	6 units per case @ #10 can per unit	Case	36 ⁸⁰
63.	13512	Soup, Mega Noodle	Campbells			50 cases	12 units per case @ 50 oz per unit	Case	37 ⁷²

A&R WHOLESALE DISTRIBUTORS INC

Grocery Products
Bid No. 1011-14

Company Name _____

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
64.		Soy Sauce	Any	SOMA HOLLAND	47436	54 cases	500 units per case @ 9 grams per unit	Case	9.11
65.		Spice, Basil Ground	Any	PACIFIC SPICE	12052J	4 jars	1 jar @ 24 oz 12 oz	Jar	3.24
66.		Spice, Chili Powder	Any		12053J	2 jars	1 jar @ 5 lbs	Jar	17.16
67.		Spice, Cumin Ground	Any		12031J	2 jars	1 jar @ 5 lbs	Jar	18.82
68.		Spice, Garlic Powder	Any		12040J	24 jars	1 jar @ 5 lbs	Jar	18.82
* 69.		Spice, Onion Dehydrated	Any		12054	3 tubs	1 tub @ 15 lbs	Tub	34.24
70.		Spice, Pepper Ground	Any		12043J	1 jar	1 jar @ 5 lbs	Jar	25.28
* 71.		Spice, Salt Granulated	Any		08399	3 bags	1 bag @ 25 lbs	Bag	4.32
* 72.		Spice, Sesame Seed	Any	↓	12091J	38 jars	1 jar @ 12 oz 21 oz	Jar	3.62
73.		Sugar, Granulated	Any	C&H	225263	1 bag	1 bag @ 25 lbs	Bag	20.22
* 74.		Sugar Packets	Any	C&H	688383	2 cases	2,000 units per case @ 2.8 oz per unit	Case	12.93
75.		Sugar, Brown	Any	C&H	420283	534 bags	1 bag @ 50 lbs	Bag	39.42

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET + LOW	06052	2 cases	1,500 units per case @ 1 gram per unit	Case	1422
77.		Syrup, Maple	Any	PPI AMERICANA	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	631
78.		Taco Sauce	Any	PPI AMERICANA	7641580	367 cases	500 units per case @ 9 grams per unit	Case	879
* 79.	00193	Hot Sauce	La Tapatio			155 cases	500 units per case @ 7 grams per unit	Case	1992
80.		Taco Shells, 5" Corn Baked	Any			395 cases	200 units per case @ 5 inches per unit	Case	NO BID
81.		Tartar Sauce	Any	PPI AMERICANA	7643570	5 cases	200 units per case @ 9 grams per unit	Case	646
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia	SUGAR FOODS	55651	12 bags	1 bag @ 12 lbs 10/LB	Bag	2792

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that Rossie Erwin whose title is **KEY ACCOUNT MANAGER** authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:
 Yes, other public agencies may purchase from this Bid.
 No, other public agencies may not purchase from this Bid.
- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
 Extension option for one year: option granted option not granted
MUTUALLY AGREED EXTENSION
 Extension option for a second year: option granted option not granted
MUTUALLY AGREED EXTENSION
- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Grocery Products
Bid No. 1011-14

Company Name _____

K. I, Russell Erwin the **KEY ACCOUNT MANAGER** (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: A&R WHOLESALE DISTRIBUTORS INC

(a CALIFORNIA Corporation*)

Business Address: A&R WHOLESALE DISTRIBUTORS INC
5375 E. Hunter Ave.
Anaheim, CA 92807

Signed by: _____, President**,
Russell Erwin

Dated: 4-11-11

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with an astrisk*

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 in two (2) one-year renewal terms at the option of the Board of Trustees.

EXTENSION OF AGREEMENT

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYSCO LOS ANGELES, INC

Bid No. 1011-14 – Grocery Products called for an original 12-month contract period of May 13, 2011 through May 12, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with Sysco Los Angeles, Inc. pursuant to Bid No. 1011-14, shall be extended for the period May 13, 2012 through May 12, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$73,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 9, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

CONTRACTOR

Sysco Los Angeles, Inc.

By: _____
Signature

Print Name

Title

Date: _____

Exhibit A
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Sysco LA	Proposed 2012-2013 Bid Unit Pricing
1.	Base, Vegetable Low Sodium	Med Diet		8302012	10 cases	6 units per case @ 16.0 oz per unit	Case	\$42.94	\$42.94
2.	Barbecue Sauce	PPI	Americana	7748718	378 cases	200 units per case @ 12 grams per unit	Case	\$4.16	\$4.16
5. *	Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quick	77404619	240 cases	6 units per case @ 30 oz per unit	Case	\$18.23	\$20.70
7.	Cereal Bar, Cinnamon Toast Crunch	General Mills		5124641	761 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
8.	Cereal Bar, Trix	General Mills		7447840	83 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
9.	Cereal Bar, Fruity Cheerios	General Mills		7447154	55 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
20.	Cracker, Graham Honey Rite	Keebler		5278718	150 cases	200 units per case packed 2 ea per pack	Case	\$12.50	\$12.50
23.	Cracker, Saltine	Keebler		4008538	49 cases	500 units per case packed 2 ea per pack	Case	\$8.33	\$8.33
24. *	Croutons, Individual wrapped bags	Any		7762299	46 cases	250 units per case @ .25 oz per unit	Case	\$14.80	\$15.80
29. *	Dressing, Ranch Fat Free	Kraft		3727526	275 cases	200 units per case @ 7/16 oz per unit	Case	\$17.29	\$18.83
43. *	Jelly, Grape	Any		4184461	172 cases	6 units per case @ #10 can per unit	Case	\$42.02	\$52.21
46.	Mustard	PPI Americana		2965424	132 cases	500 units per case @ 5.5 grams per unit	Case	\$4.90	\$4.90
51.	Pickle Chips, Dill	Any		4349452	13 cases	4 units per case @ 1 gal per unit	Case	\$13.56	\$13.56
55.	Pop Tart, Blueberry, Single	Kelloggs		3022894	78 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67	\$21.67
56.	Pop Tart, Brown Sugar	Kelloggs		5318274	707 cases	80 units per case @ 1.76 oz per unit	Case	\$21.67	\$21.67

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Sysco LA	Proposed 2012-2013 Bid Unit Pricing
58.	Relish, Sweet	Any	PPI	7743495	8 cases	200 units per case @ 9 grams per unit	Case	\$4.63	\$4.63
59.	Relish, Sweet	Any		4349213	2 cases	4 units per case @ 1 gal per unit	Case	\$18.88	\$18.88
62. *	Salsa - Verde	Embasa Verde		9465774	15 cases	6 units per case @ #10 can per unit	Case	\$22.72	\$26.68
63. *	Soup, Mega Noodle	Campbells		3238979	50 cases	12 units per case @ 50 oz per unit	Case	\$34.67	\$42.50
64.	Soy Sauce	Any	Kikoma n	4239851	54 cases	200 units per case @ 5 oz per unit	Case	*\$6.52	\$6.52
77. *	Syrup, Maple	Any		5185782	534 cases	100 units per case @ 1.5 oz per unit	Case	\$6.05	\$6.50
78. *	Taco Sauce	Any		0089706	367 cases	500 units per case @ 9 grams per unit	Case	\$8.43	\$8.93
80.	Taco Shells, 5" Corn Baked	Any		6009302	395 cases	200 units per case @ 5 inches per unit	Case	\$9.34	\$9.34
81. *	Tartar Sauce	Any		8206393	5 cases	200 units per case @ 9 grams per unit	Case	\$5.41	\$5.81



CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES
GARY PRITCHARD, Ph. D.
PRESIDENT

JOHN M. ALPAY
VICE PRESIDENT

LYNN HATTON
CLERK

ELLEN M. ADDONIZIO

JACK R. BRICK

ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT
JOSEPH M. FARLEY, Ed. D.

March 21, 2012

Joseph Barton, President
Sysco Los Angeles, Inc.
20701 East Currier Road
Walnut, CA. 91789

Subject: Bid No. 1011-14 –Grocery Products

Dear Mr. Barton:

Your current contract for grocery products for the Capistrano Unified School District, as referenced above, will expire on May 12, 2012.

Newly elected Superintendent of Public Instruction Tom Torlakson has announced the state's public education system is in a state of "financial emergency". As a result of this emergency and the impact on the students of Capistrano Unified School District, you are being asked to submit reduced costs for the renewal period May 13, 2012 through May 12, 2013. A copy of your current contract pricing is enclosed for your review. Please provide a comparison sheet with a column listing your current pricing and a column listing your proposed pricing. **Should your company wish to extend your contract for an additional 12-month period, a letter to this office stating your desire to extend must be received by April 2, 2012.**

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

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9505.

Sincerely,

Debbie Henningsen
Buyer, Purchasing

enc.

3/22 Faxed 626-330-0053

3/22 E-mailed

3/22 Mailed hard copy



Sysco Los Angeles
20701 E. Currier Road
Walnut, CA 91789
T 909.595.9595
F 909.610.4033

sysco.com

April 12, 2012

Debbie Henningsen
Purchasing Buyer
Capistrano USD
33122 Valle Rd
San Juan Capistrano CA 92675

Contract # 1011-14 Grocery Products

Debbie,

Sysco Los Angeles is requesting to extend pricing on the following contract. We have attached the pricing for you review on the items awarded last year. We have been able to keep most of the pricing the same except on the line items marked with an asterisk lines # 5 24 29 43 62 63 77 78 81.

Please let me know if you need any additional information from Sysco Los Angeles.

Bruce Clinkenbeard
Director Public Bids/ Intl.Sales
Sysco Los Angeles

T 909.595.9595.2346
C 949.400.5359
F 909.610.4033

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Sysco LA	Proposed 2012-2013 Bid Unit Pricing
1.	Base, Vegetable Low Sodium	Med Diet		8302012	10 cases	6 units per case @ 16.0 oz per unit	Case	\$42.94	\$42.94
2.	Barbecue Sauce	PPI	Americana	7748718	378 cases	200 units per case @ 12 grams per unit	Case	\$4.16	\$4.16
5. *	Beans, Refried Vegetarian Dehydrated	Casa Solano	Cook Quick	7709619	240 cases	6 units per case @ 30 oz per unit	Case	\$18.23	\$20.70
7.	Cereal Bar, Cinnamon Toast Crunch	General Mills		5124641	761 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
8.	Cereal Bar, Trix	General Mills		7447840	83 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
9.	Cereal Bar, Fruity Cheerios	General Mills		7447154	55 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56	\$26.56
20.	Cracker, Graham Honey Rite	Keebler		5278718	150 cases	200 units per case packed 2 ea per pack	Case	\$12.50	\$12.50
23.	Cracker, Saltine	Keebler		4008538	49 cases	500 units per case packed 2 ea per pack	Case	\$8.33	\$8.33
24. *	Croutons, Individual wrapped bags	Any		7762299	46 cases	250 units per case @ .25 oz per unit	Case	\$14.80	\$15.80
29. *	Dressing, Ranch Fat Free	Kraft		3727526	275 cases	200 units per case @ 7/16 oz per unit	Case	\$17.29	\$18.83
43. *	Jelly, Grape	Any		4184461	172 cases	6 units per case @ #10 can per unit	Case	\$42.02	\$52.21
46.	Mustard	PPI Americana		2965424	132 cases	500 units per case @ 5.5 grams per unit	Case	\$4.90	\$4.90
51.	Pickle Chips, Dill	Any		4349452	13 cases	4 units per case @ 1 gal per unit	Case	\$13.56	\$13.56
55.	Pop Tart, Blueberry, Single	Kelloggs		3022894	78 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67	\$21.67
56.	Pop Tart, Brown Sugar	Kelloggs		5318274	707 cases	80 units per case @ 1.76 oz per unit	Case	\$21.67	\$21.67

CAPISTRANO UNIFIED SCHOOL DISTRICT
 GROCERY PRODUCTS
 BID NO. 1011-14
 BID SUMMARY

Line No.	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Sysco LA	Proposed 2012-2013 Bid Unit Pricing
58.	Relish, Sweet	Any	PPI	7743795	8 cases	200 units per case @ 9 grams per unit	Case	\$4.63	\$4.63
59.	Relish, Sweet	Any		4349213	2 cases	4 units per case @ 1 gal per unit	Case	\$18.88	\$18.88
62. *	Salsa - Verde	Embasa Verde		9465774	15 cases	6 units per case @ #10 can per unit	Case	\$22.72	\$26.68
63. *	Soup, Mega Noodle	Campbells		3238979	50 cases	12 units per case @ 50 oz per unit	Case	\$34.67	\$42.50
64.	Soy Sauce	Any	Kikoman	4239851	54 cases	200 units per case @ 5 oz per unit	Case	*\$6.52	\$6.52
77. *	Syrup, Maple	Any		5185782	534 cases	100 units per case @ 1.5 oz per unit	Case	\$6.05	\$6.50
78. *	Taco Sauce	Any		0089706	367 cases	500 units per case @ 9 grams per unit	Case	\$8.43	\$8.93
80.	Taco Shells, 5" Corn Baked	Any		6009302	395 cases	200 units per case @ 5 inches per unit	Case	\$9.34	\$9.34
81. *	Tartar Sauce	Any		8206393	5 cases	200 units per case @ 9 grams per unit	Case	\$5.41	\$5.81

CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, California

IV. BID FORM AND AGREEMENT

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

Grocery Products

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 1.		Base, Vegetable Low Sodium	Med Diet	CUSTOM	6464051 12/1 LB	10 cases	6 units per case @ 16.0 oz per unit	Case	\$42.94
* 2.		Barbecue Sauce	PPI	AMERICANA PPI	7627810 200/1264	378 cases	200 units per case @ 12 grams per unit	Case	\$4.16
3.		Beans, Black, #10 can	Teasdale	CALBIZL		65 cases	6 units per case @ #10 can per unit	Case	\$21.50
4.		Beans, Green, Low Sodium #10 can	Any	CALBIZL		54 cases	6 units per case @ #10 can per unit	Case	\$21.32

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 5.		Beans, Refried Vegetarian Dehydrated	Casa Solano		7404619	240 cases	6 units per case @ 30 oz per unit	Case	\$18.23
6.		Buffalo Wing Sauce	Frank's		6404743	4 cases	4 units per case @ 1 gal per unit	Case	\$43.42
* 7.		Cereal Bar, Cinnamon Toast Crunch	General Mills		5124641	761 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
* 8.		Cereal Bar, Trix	General Mills		7447840	83 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
* 9.		Cereal Bar, Fruity Cheerios	General Mills		6003754	55 cases	96 units per case @ 1.4 oz per unit	Case	\$26.56
10.		Cereal Bar, Cocoa Kripies Choc.	Kellogg's		8056929	250 cases	96 units per case @ 1.27 oz per unit	Case	\$23.79
11.		Cereal Bar, Rice Krispy Apple	Kelloggs		8056679	260 cases	96 units per case @ 1.27 oz per unit	Case	\$23.79
12.		Cereal, Cheerios Bowl Pack	General Mills		4044558	170 cases	96 units per case @ 1.4 oz per unit	Case	\$22.17
13.		Cereal, Tasty O's Bowl Pack	Malt O Meal			170 cases	96 units per case @ 1.38 oz per unit	Case	No Bid

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
14.		Cereal, Frosted Mini Wheat Bites Choc Bowl Pack	Kellogg's		7645342	275 cases	96 units per case @ 28 grams per unit	Case	\$21.16
15.		Cereal, Honey Nut Bulk Pack	General Mills		4065165	10 cases	4 units per case @ 39 oz per unit	Case	\$36.97
16.		Chili Con Carne	Any	CHEF MATE	4053419	5 cases	6 units per case @ #10 can per unit	Case	\$63.55
17.		Cracker, Belly Bear Whole Grain Choc	J & J		7944426	236 cases	200 units per case @ 28 grams per unit	Case	\$26.61
18.		Cracker, Gold Fish	Pepper ridge Farm		5464296	2,401 cases	300 units per case @ .75 oz per unit	Case	\$40.28
19.	18105	Cracker, Gold Fish, Cheddar Whole Grain	Pepper ridge Farm		6599405	50 cases	300 units per case @ .75 oz per unit	Case	\$43.40
* 20.		Cracker, Graham Honey Rite	Keebler		5278718	150 cases	200 units per case packed 2 ea per pack	Case	\$12.50
21.		Cracker, Jungle Whole Grain	J & J		39085	288 cases	200 units per case @ 9 oz. per unit	Case	\$20.53
22.	16999	Cracker, Animal Baked Physedibles, Vanilla	Pepper ridge Farm			750 cases	300 units per case @ .9 oz per unit	Case	\$38.48

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 23.		Cracker, Saltine	Keebler		4008538	49 cases	500 units per case packed 2 ea per pack	Case	\$8.33
* 24.		Croutons, Individual wrapped bags	Any	SySCO	7762299	46 cases	250 units per case @ .25 oz per unit	Case	\$14.80
25.		Croutons, Whole Grain Individual wrapped bags	Any			46 cases	250 units per case @ .25 oz per unit	Case	No Bid
26.		Dressing, Chipotle Ranch	Ken's			14 cases	4 units per case @ 1 gal per unit	Case	No Bid
27.		Dressing, Ranch Buttermilk	Ken's		4488912	14 cases	4 units per case @ 1 gal per unit	Case	\$35.98
28.		Dressing, Dijon Wasabi Ginger Vinaigrette	Ken's			12 cases	4 units per case @ 1 gal per unit	Case	No Bid
* 29.		Dressing, Ranch Fat Free	Kraft		3727526	275 cases	200 units per case @ 7/16 oz per unit	Case	\$17.29
30.		Dressing, Creamy Caesar	Marzetti	KRAFT	3715018	175 cases	60 units per case @ 1.5 oz per unit	Case	\$20.09
31.		Dressing, Raspberry Fat Free Vinaigrette	Marzetti			41 cases	60 units per case @ 1.5 oz per unit	Case	No Bid

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
32.		Dressing, Italian Fat Free	Marzetti	KRAFT	3716578	4 cases	60 units per case @ 1.5 oz per unit	Case	\$13.25
33.		Dressing, Ranch Lite	Marzetti	KRAFT	3716594	214 cases	60 units per case @ 1.5 oz per unit	Case	\$14.77
34.		Dressing, Asian Sesame	Marzetti			22 cases	60 units per case @ 1.5 oz per unit	Case	No Bid
35.		Fruit, Canned Applesauce	Any	CAL GIRL		48 cases	6 units per case @ #10 can per unit	Case	\$22.38
36.		Fruit, Canned Apricot Halves	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$34.09
37.		Fruit, Canned Mandarin Oranges	Any	CAL GIRL		3 cases	6 units per case @ #10 can per unit	Case	\$28.29
38.		Fruit, Canned Mixed	Any	CAL GIRL		25 cases	6 units per case @ #10 can per unit	Case	\$26.64
39.		Fruit Canned Peaches Sliced	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$23.45

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
40.		Fruit Canned Pears Sliced	Any	CAL GIRL		50 cases	6 units per case @ #10 can per unit	Case	\$23.45
41.		Fruit Canned Pineapple Chunks	Any	CAL GIRL		116 cases	6 units per case @ #10 can per unit	Case	\$28.29
42.		Jalapenos	Any	CAL GIRL		15 cases	6 units per case @ #10 can per unit	Case	\$21.32
* 43.		Jelly, Grape	Any	SYSCO	4184461	172 cases	6 units per case @ #10 can per unit	Case	\$42.02
44.		Mayonnaise Lite	Any	KRAFT	3716685	24 cases	4 units per case @ 1 gal per unit	Case	\$30.86
45.		Mayonnaise Lite	Best Foods		6260509 200 711602	246 cases	200 units per case @ 12 grams per unit	Case	\$15.90
* 46.		Mustard	Americana		7605390	132 cases	500 units per case @ 5.5 grams per unit	Case	\$4.90

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
47.		Olives, Sliced Black	Any	CAL GIRL		6 cases	6 units per case @ #10 can per unit	Case	\$31.96
48.		Pan Coating Aerosol	Any	SySCO	4257960	6 cases	6 units per case @ 22 oz per unit	Case	\$25.97
49.		Pasta, Penne Whole Grain	Any	BARILLA	47706/22 2/10#	133 cases	1 unit per case @ 20 lbs	Case	\$27.71
50.		Pasta, Spaghetti Whole Grain	Any	BARILLA	47706/08 2/10#	50 cases	1 unit per case @ 20 lbs	Case	\$27.71
* 51.		Pickle Chips, Dill	Any	HOME MADE	434452	13 cases	4 units per case @ 1 gal per unit	Case	\$13.56
52.		Pickle Spears, Dill	Any	HEINZ	4075610	2 cases	6 units per case @ #10 can per unit	Case	\$26.04
53.		Pickle Spears, Dill	Any	B32CL5	5471369	2 cases	1 unit per case @ 5 gallons	Case	\$25.80
54.		Pop Tart, Strawberry, Single	Kelloggs		2310217	509 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67
* 55.		Pop Tart, Blueberry, Single	Kelloggs		3022894	78 cases	80 units per case @ 1.83 oz per unit	Case	\$21.67

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 56.		Pop Tart, Brown Sugar	Kelloggs		5318274	707 cases	80 units per case @ 1.76 oz per unit	Case	\$21.67
57.		Raisins, Box	Any	Sycco	9387317	119 cases	144 units per case @ 1.33 oz per unit	Case	\$25.79
* 58.		Relish, Sweet	Any	AMERICANA PPI	7639520	8 cases	200 units per case @ 9 grams per unit	Case	\$4.63
* 59.		Relish, Sweet	Any	HOME MADE	4349213	2 cases	4 units per case @ 1 gal per unit	Case	\$18.88
60.		Rice, Long Grain Par Boiled	Any	UNCLE BEN	4032900	87 cases	1 unit per case @ 25 lb Bag	Case	\$23.13
61.		Rice, Brown Whole Grain	Any	UNCLE BEN	2451243	450 cases	1 unit per case @ 1 25 lb Bag	Case	\$27.11
* 62.		Salsa - Verde	Embasa Verde	DEL SOL	9465774	15 cases	6 units per case @ #10 can per unit	Case	\$22.72
* 63.		Soup, Mega Noodle	Campbells		3238999	50 cases	12 units per case @ 50 oz per unit	Case	\$34.67

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
* 64.		Soy Sauce	Any	Kikkoman	4239851 200/.5oz	54 cases	500 units per case @ 9 grams per unit	Case	\$6.52
65.		Spice, Basil Ground	Any	IMP/MCC	5228333 12oz	4 jars	1 jar @ 24 oz	Jar	\$9.72
66.		Spice, Chili Powder	Any	Syco	5239496 1LB	2 jars	1 jar @ 5 lbs	Jar	\$4.15
67.		Spice, Cumin Ground	Any	Syco	5239561 4.5LB	2 jars	1 jar @ 5 lbs	Jar	\$22.06
68.		Spice, Garlic Powder	Any	Syco	5239611 1LB	24 jars	1 jar @ 5 lbs	Jar	\$5.16
69.		Spice, Onion Dehydrated	Any	McCormick	5013974	3 tubs	1 tub @ 15 lbs	Tub	\$47.24
70.		Spice, Pepper Ground	Any	TAMPICO	9673727 1LB	1 jar	1 jar @ 5 lbs	Jar	\$6.12
71.		Spice, Salt Granulated	Any	Syco	4552810	3 bags	1 bag @ 25 lbs	Bag	\$4.38
72.		Spice, Sesame Seed	Any	IMP/MCC	5229729 18oz	38 jars	1 jar @ 12 oz	Jar	\$5.47
73.		Sugar, Granulated	Any	Syco	5087572	1 bag	1 bag @ 25 lbs	Bag	\$18.06
74.		Sugar Packets	Any	Syco	5965850 3000 ct	2 cases	2,000 units per case @ 2.8 oz per unit	Case	\$17.56
75.		Sugar, Brown	Any	BRSCLS	1854926	534 bags	1 bag @ 50 lbs	Bag	\$39.44

Line No.	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Brand Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Bid Unit Price
76.		Sugar, Sweet n Low Packets	Any	SWEET & LOW	6035703 2000ct	2 cases	1,500 units per case @ 1 gram per unit	Case	\$19.24
* 77.		Syrup, Maple	Any	AMERICANA PPI	7613970	534 cases	100 units per case @ 1.5 oz per unit	Case	\$6.05
* 78.		Taco Sauce	Any	AMERICANA PPI	7748734	367 cases	500 units per case @ 9 grams per unit	Case	\$8.43
79.		Hot Sauce	La Tapatio		5032149	155 cases	500 units per case @ 7 grams per unit	Case	\$24.20
* 80.		Taco Shells, 5" Corn Baked	Any	CASA SOL	6009302	395 cases	200 units per case @ 5 inches per unit	Case	\$9.34
* 81.		Tartar Sauce	Any	AMERICANA PPI	7643570	5 cases	200 units per case @ 9 grams per unit	Case	\$5.41
82.		Tortilla Chips, Whole Grain Stone Ground Corn Strips Thin (salad toppings)	La Tapatia			12 bags	1 bag @ 12 lbs	Bag	No Bid

B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.

- C. Bidder agrees to complete delivery within 14 days after receipt of order.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that JOSEPH R BARTON whose title is PRESIDENT authorized to act for and bind the corporation.
- F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.
 No, other public agencies may not purchase from this Bid.

- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: option granted option not granted

Extension option for a second year: option granted option not granted

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. I, JOSEPH BARTON the PRESIDENT (title)
of the Bidder hereby certify under penalty of perjury under the laws of the State of
California that all the information submitted by the Bidder in connection with this bid and
all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: SYSCO LOS ANGELES INC

(a DELAWARE Corporation*)

Business Address: 20701 E CURRIER RD
WALNUT, CALIF 91789

Signed by: Joseph Barton, President**,

Dated: 4/11/2011

Company Name

Grocery Products
Bid No. 1011-14

*A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

* Vendor awarded items with an astrisk *

Signed by: J. Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 5/24/11

Term of this base contract is for one year beginning May 13, 2011 through May 12, 2012 with two (2) one-year renewal terms at the option of the Board of Trustees.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Anderson, Dawn	MS Campus Supvr	Moving	02/01/2010	05/18/2012
2. Brueggeman, Janice	Elem Sch Office Mgr	Retirement	09/16/1985	06/27/2012
3. Furuta, Jeanne	Student Supvr	Retirement	09/21/1993	06/21/2012
4. Gielow, Cynthia	IBI Asst/Tutor	Personal	10/30/2001	06/22/2012
5. Graver, Diane	Elem Sch Clerk	Retirement	03/27/1989	06/27/2012
6. Haferl, Stacey	IF-Sp Ed	Moving	02/14/2011	05/18/2012
7. Hoang, Amanda	IF-Autism	Personal	02/14/2012	05/11/2012
8. Kromer, Beverly	IF-Sp Ed	Retirement	08/15/1990	06/20/2012
9. Last Newton, Cheryl	Elem Sch Office Mgr	Retirement	10/11/1989	06/27/2012
10. Mortensen, Christine	Sr. Staff Secretary	Retirement	11/14/1994	06/29/2012
11. Ortiz, Mary	Academic Advisor	Voluntary	04/03/1995	06/29/2012
12. Penton, Abigail	Student Supvr	Personal	02/28/2006	06/15/2012
13. Powell-Kirk, Candice	FS Elem Cashier	Moving	08/25/2004	04/16/2012
14. Prestridge, Bonnie	Sub Student Supvr Sub Testing Asst	District Initiated	05/06/2005	05/03/2012
15. Salas, Cristobal	ASB Worker	District Initiated	02/24/2012	04/23/2012
16. Valenzuela, Othon	Inst Asst	Voluntary	11/04/2010	04/06/2012
17. Waszak, Cindi	Sub FS Elem Cashier	Other Employment	04/17/2006	12/16/2011
18. Wolfsberger, Dawn	Sch Clerk II	Retirement	12/09/1997	07/09/2012

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Call, Allyson	Staff Secretary (12mo/30hpw)	\$2,401.72 mo	R31-1	05/15/2012
20. Moguet, Nicholai	Tech Support Specialist I (12mo/40hpw)	\$4,099.20 mo	R41-1	05/15/2012

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Hendrickson, Rachael	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	04/26/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Boelman, Hannah	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	05/15/2012
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
23. Brueggeman, Janice	Clerk	\$15.16 hr	R23-1	06/28/2012
24. Humzeh, Alee	Sch Bus Driver	\$17.48 hr	R28-1	05/15/2012
25. Johnson, Trudy	Clerk	\$15.16 hr	R23-1	06/27/2012
26. Korby, Susan	Clerk	\$15.16 hr	R23-1	05/15/2012
27. Mortensen, Christine	Clerk	\$15.16 hr	R23-1	07/01/2012
28. Ortiz, Mary	Academic Advisor	\$20.39 hr	R35-1	06/30/2012
29. Powell-Kirk, Candice	FS Elem Cashier	\$12.76 hr	R16-1	04/17/2012
30. Power, Blair	Student Supvr	\$10.00 hr		05/15/2012
31. Shah, Chaitalee	Student Supvr	\$10.00 hr		05/15/2012

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
32. Carvajal, Oscar	Student Worker	\$8.00 hr	04/16/2012- 06/30/2012
33. Herrera, Anthony	Student Worker	\$8.00 hr	04/05/2012- 06/30/2012
34. Huizar, Sabrina	Student Worker	\$8.00 hr	03/12/2012- 06/30/2012
35. Rios, Natali	Student Worker	\$8.00 hr	04/01/2012- 06/30/2012
36. Sharp, Blair	Student Worker	\$8.00 hr	04/23/2012- 06/30/2012
37. Swick, Judith	Sch Bus Driver Trainee	\$8.00 hr	01/12/2012- 02/08/2012
38. Thornburg, Josephine	Student Worker	\$8.00 hr	04/01/2012- 06/30/2012

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
39. Evans, Lauren	Soccer, Girls Varsity (Asst)	Aliso Niguel HS	\$2,392.00	11/21/2011- 02/03/2012
40. Murray, Chris	Soccer, Boys Varsity (Asst)	San Clemente HS	\$2,609.00	11/14/2011- 02/10/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
41. Radchuck, Mikhail	Soccer, Boys Varsity (Asst)	Aliso Niguel HS	\$2,609.00	11/21/2011- 02/09/2012

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
42. Johnson Jr., Edmund	Basketball, Girls Varsity (Head)	Aliso Niguel HS	\$347.80	02/10/2012
43. Murray, Christopher	Soccer, Boys Varsity (Asst)	San Clemente HS	\$260.09	02/13/2012
44. Radchuck, Mikhail	Soccer, Boys Varsity (Asst)	Aliso Niguel HS	\$260.09	02/10/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
45. Antonissen, Brandon	Soccer, Boys (Asst)	Aliso Niguel HS	\$1,000.00	11/21/2011- 02/09/2012
46. Bartlett, Don	Wrestling, Frosh/Soph (Head)	Aliso Niguel HS	\$2,200.00	11/21/2011- 02/03/2012
47. Bland, Martel	Basketball, Boys (Asst)	Tesoro HS	\$2,174.05	11/21/2011- 02/10/1012
48. Figueroa, Alex	Soccer, Boys (Asst)	Aliso Niguel HS	\$1,000.00	11/21/2011- 02/09/2012
49. Huxford, Brandon	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$2,600.00	11/21/2011- 02/09/2012
50. Johnson, Casey	Drama	Tesoro HS	\$2,000.00	01/15/2012- 06/20/2012
51. Jones, Jeff	Track, (Asst)	Aliso Niguel HS	\$1,200.00	02/06/2012- 05/04/2012
52. Orlandos, Nicholas	Baseball, (Asst)	Aliso Niguel HS	\$2,000.00	02/06/2012- 05/04/2012
53. Price, Chris	Baseball (Asst)	Capistrano Valley HS	\$1,000.00	02/24/2012- 05/11/2012
54. Stough, Corey	Surf, (Asst)	San Juan Hills HS	\$1,250.00	04/26/2012- 06/20/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
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APPROVE PROMOTION

<u>Name</u>	<u>Former Classification</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
55. Holke, Debra	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-SH Swim (9.5mo/30hpw)	R23-5	05/15/2012

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
56. Arizobal, Steve	BIngl Inst Asst NTE 3 hrs (Translate for IEP/Parent conference)	R21-5	04/03/2012- 05/08/2012
57. Duenas-Gonzalez, Evangelina	BIngl Inst Asst NTE 2 hrs (Translate for IEP/Parent conference)	R21-4	03/28/2012
58. Mohammadi, Lili	BIngl Inst Asst NTE 5 hrs (Translate for IEP/Parent conference)	R21-20	04/18/2012- 05/13/2012

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
59. Crowe, Carmen	BIngl Comm Svcs Liaison NTE 2 hrs (Translate for PTSA parent conference)	04/17/2012
60. Kim, Amanda	Sub Student Supvr NTE 5 hrs (Provide childcare during meetings)	04/04/2012- 06/21/2012
61. Mohammadi, Lili	Inst Asst-ELD NTE 4 hrs (Attend CELDT training)	09/01/2011
62. Mondino, Micky	Sub Student Supvr NTE 5 hrs (Provide childcare during meetings)	04/04/2012- 06/21/2012
63. Robleto, Sergio	BIngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meeting and conference)	04/26/2012
64. Sandino, Claudia	BIngl Comm Svcs Liaison NTE 2 hrs (Translate for IEP meeting and conference)	05/03/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Assignment</u>	<u>Classification Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
65. Cibrian, Maria	FS Worker (9.5mo/15hpw)	Student Supvr (NTE 5 hrs)	\$10.00 hr	04/04/2012- 06/21/2012
66. Scully, Elenita	Health Asst (9.5mo/17.5hpw)	Elem Sch Office Mgr	R33-3	12/01/2011- 06/30/2012
67. Weiland, Andrea	HS Campus Supvr (9.5mo/17.5hpw)	Opportunity Asst (NTE 12 hrs)	R24-3	03/06/2012- 03/09/2012

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
68. Espinosa, Gregoria	Personal	04/17/2012- 06/21/2012
69. Romero, Manny	Personal	04/11/2012- 06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Alapag, Joice	Teacher	Retirement	08/27/2001	06/30/2012
2. Alexander, Michele	Teacher	Retirement	09/02/1988	06/22/2012
3. Anderson, John	Substitute Teacher	District Initiated	09/15/2008	04/20/2012
4. Atkinson, Arlene	Teacher	Retirement	12/19/1996	06/30/2012
5. Ballantine, Linda	Teacher	Retirement	09/04/1973	06/22/2012
6. Bandaruk, Walter	Teacher	Retirement	09/05/1978	06/24/2012
7. Bangert, Teri	Substitute Teacher	District Initiated	09/27/2011	04/20/2012
8. Barnes, Jean	Psychologist	Retirement	09/28/2000	06/28/2012
9. Batten, Hugh	Teacher	Retirement	08/27/2001	06/22/2012
10. Beilby, Christine	Substitute Teacher	District Initiated	04/09/2002	04/20/2012
11. Boomer, Joy	Teacher	Retirement	11/02/1992	06/20/2012
12. Bottino, Vivian	Teacher	Retirement	09/19/1972	06/22/2012
13. Bradbury, Rebecca	Teacher	Retirement	09/01/1987	06/22/2012
14. Brown, Ronald	Teacher	Retirement	09/08/1975	06/30/2012
15. Burdyshaw, Debra	Teacher	Retirement	09/17/1980	06/21/2012
16. Butler, Timothy	Teacher	Retirement	09/11/1973	06/22/2012
17. Cameron, D'Leo	Teacher	Retirement	10/09/1996	06/21/2012
18. Canary, Robert	Teacher	Retirement	09/06/1979	06/22/2012
19. Carvalho, Mary	Adult Ed-Teacher	Voluntary	04/15/2007	05/02/2012
20. Carnahan, Gail	Teacher	Retirement	01/30/1989	06/30/2012
21. Carpenter, Crystal	Substitute Teacher	District Initiated	03/01/2011	04/20/2012
22. Carrillo, Andrea	Speech Pathologist	Personal	08/31/2010	06/21/2012
23. Carroll, Adeline	Teacher-Sp Ed	Retirement	09/02/1994	06/21/2012
24. Chapman, Autumn	Teacher	Other Employment	08/20/2004	06/21/2012
25. Charles, Dorothea	Teacher	Retirement	09/03/1993	06/22/2012
26. Christensen, Karen	Teacher	Retirement	08/31/1990	06/30/2012
27. Clark, Laurie	Teacher	Retirement	01/14/1991	06/21/2012
28. Class, Mary	Teacher	Retirement	11/19/1992	06/22/2012
29. Clothier, Cynthia	Teacher-Sp Ed	Retirement	09/10/1986	05/31/2012
30. Coffin, Diana	Teacher	Retirement	01/05/1998	06/21/2012
31. Cole, Linda	Teacher	Retirement	09/10/1990	06/22/2012
32. Cooper-Ajibabi, Carol	Teacher	Retirement	09/07/1976	06/30/2012
33. Crookshanks, Susan	Teacher	Retirement	09/03/1999	06/21/2012
34. Cunningham, Deborah	Teacher	Retirement	09/07/1977	06/23/2012
35. Danenhauer, Jennifer	Psychologist	Retirement	01/06/1992	06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
36. De Lange, Lynn	Teacher	Retirement	11/01/1995	06/30/2012
37. DeLaura, Barbara	Teacher	Retirement	01/07/1983	06/22/2012
38. Deptola, Cheri	Teacher-Sp Ed	Retirement	09/03/1999	06/22/2012
39. Dickmann, Jack	Teacher	Retirement	09/10/1974	06/21/2012
40. Eisenbrey, Joyce	Teacher	Retirement	09/04/1998	06/22/2012
41. Elecciri, David	Teacher	Retirement	09/07/1977	06/30/2012
42. Elliott, Carol	Teacher	Retirement	09/10/1994	06/22/2012
43. Escobar, Alicia	Teacher	Retirement	09/01/1989	06/30/2012
44. Everett, Susan	Teacher	Retirement	08/29/1997	06/21/2012
45. Faeta, Keiko	Teacher	Retirement	09/27/1976	06/30/2012
46. Fialho, Michelle	Teacher	Retirement	01/23/2001	06/21/2012
47. Findley, Judy	Teacher	Retirement	09/03/1996	06/30/2012
48. Fine, Ellen	Principal-Elem	Retirement	08/27/1980	06/29/2012
49. Finn, Elizabeth	Teacher	Retirement	03/25/1983	06/22/2012
50. Fujioka, Christine	Teacher-Sp Ed	Retirement	09/03/1999	06/30/2012
51. Galloway, Vicki	Teacher	Retirement	09/25/1996	06/21/2012
52. Geiger, Heather	Teacher	Child Care	08/22/2003	06/21/2012
53. Geller, Diane	Teacher	Retirement	08/29/2007	06/20/2012
54. Gerling, Susan	Teacher	Retirement	08/19/2005	06/22/2012
55. Germaine, Janis	Teacher	Retirement	09/01/1995	06/30/2012
56. Gevaigian, Dara	Teacher-Sp Ed	Retirement	09/01/1989	06/30/2012
57. Ghan, Mary	Speech Pathologist	Retirement	11/14/1988	06/30/2012
58. Gibb, Beth	Teacher	Retirement	09/07/1977	06/22/2012
59. Girma, Andrea	Teacher	Retirement	08/28/2000	06/22/2012
60. Glover, Bonita	Teacher-Sp Ed	Retirement	07/01/2006	06/30/2012
61. Goff, Jacquelyn	Teacher	Retirement	01/12/1987	06/22/2012
62. Gonzalez, Armando	Teacher	Retirement	02/02/2004	06/21/2012
63. Goodhue, Victoria	Teacher	Retirement	09/02/1986	06/21/2012
64. Gunderson, Terry	Teacher	Retirement	08/22/2003	06/30/2012
65. Hamasaki, Vincent	Substitute Teacher	District Initiated	11/10/2007	04/20/2012
66. Hertz, Madeleine	Teacher	Retirement	08/29/1997	06/30/2012
67. Hewett, Janet	Teacher	Retirement	08/31/1990	06/21/2012
68. Hitchcock, Noreen	Teacher	Retirement	08/30/1991	06/30/2012
69. Hoffman, William	Teacher	Retirement	09/07/1976	06/30/2012
70. Hornacek, Melissa	Teacher	Retirement	10/11/1993	06/30/2012
71. Houston, David	Teacher	Retirement	09/20/1976	06/30/2012
72. Howit, Gregory	Teacher	Retirement	09/18/1975	06/21/2012
73. Hustad, Barbara	Teacher	Retirement	09/03/1996	06/28/2012

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
74. Hutchinson, Barbara	Speech Pathologist	Retirement	08/30/2002	06/21/2012
75. Hyrlik, Kimberly	Teacher	Child Care	09/25/2006	06/21/2012
76. Irwin, Marianne	Teacher	Retirement	10/06/1980	06/22/2012
77. Jenkins, Marsha	Teacher	Retirement	02/03/1992	06/28/2012
78. Kalmonson, Diane	Teacher	Retirement	09/03/1996	06/22/2012
79. Kerhoulas, Dion	Teacher	Retirement	09/02/1986	06/30/2012
80. Kiefer, Linda	Teacher	Retirement	09/04/1986	06/22/2012
81. Kingston, Patricia	Teacher	Retirement	09/10/1974	06/30/2012
82. Klink, Charlotte	Teacher	Retirement	11/13/1989	06/30/2012
83. Koester-Obispo, Summer	Teacher	Relocation	10/27/2004	06/21/2012
84. Labushevicz, Louise	Teacher	Retirement	10/14/1996	06/22/2012
85. LaFontaine, Keira	Substitute Teacher	District Initiated	10/20/2011	04/20/2012
86. Lash, Kathleen	Teacher	Retirement	08/31/1990	06/22/2012
87. Lasho, Bonny	Teacher	Retirement	09/18/1989	06/21/2012
88. Lechtaler, Lynn	Teacher	Retirement	09/03/1985	06/21/2012
89. Lee, Gregory	Teacher	Retirement	01/03/1983	06/22/2012
90. Leon, Maria- Christina	Teacher	Retirement	09/03/1985	06/21/2012
91. Lipsett, Robert	Speech Pathologist	Retirement	08/27/1980	06/29/2012
92. Littman, Cathie	Teacher	Retirement	07/20/1990	06/30/2012
93. Madrid, Ann	Teacher-Sp Ed	Retirement	09/06/2001	06/22/2012
94. Manning, Brian	Teacher	Retirement	09/08/1975	06/21/2012
95. Martin, Mary	Teacher	Retirement	10/11/1993	06/30/2012
96. Martinez, Emma	Teacher	Retirement	08/31/1990	06/22/2012
97. McMahon, Patricia	Teacher	Retirement	09/08/1975	06/21/2012
98. McNaught, James	Teacher	Retirement	02/04/1980	06/22/2012
99. Meckel, Connie	Teacher	Retirement	01/03/1995	06/22/2012
100. Mendel, Linda	Teacher-Sp Ed	Retirement	09/05/1978	06/29/2012
101. Meyers, Deborah	Teacher	Retirement	09/02/1988	06/22/2012
102. Mieres, Maridean	Teacher	Retirement	09/02/1986	06/23/2012
103. Migrditchian, Maureen	Teacher	Retirement	09/01/1987	06/21/2012
104. Miklas, John	Teacher	Retirement	02/13/1979	06/22/2012
105. Miller, Gail-Lynn	Teacher	Retirement	09/07/1977	06/30/2012
106. Miller, Joe	Teacher	Retirement	09/02/1986	06/30/2012
107. Moon, Cynthia	Teacher	Retirement	08/29/1997	06/30/2012
108. Moreno, Carol	Teacher	Retirement	09/03/1996	06/21/2012

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
109. Mullin, Diane	Teacher	Retirement	09/08/1975	06/21/2012
110. Munsell, Donald	Teacher	Retirement	09/02/1986	06/22/2012
111. Neely, Lu Ann	Teacher	Retirement	09/02/1994	06/22/2012
112. Netherby, Jacqueline	Teacher	Retirement	09/01/1987	06/22/2012
113. Noyes, Carolyn	Teacher-Sp Ed	Retirement	09/04/1998	06/30/2012
114. O'Connor, Loren	Psychologist	Retirement	08/23/1976	06/29/2012
115. Oakes, Cheryl	Teacher	Retirement	09/04/1992	06/21/2012
116. Ogden, Sue	Teacher	Retirement	09/01/1995	06/21/2012
117. Oliver, Barbara	Teacher	Retirement	09/04/1992	06/22/2012
118. Ormiston, Michele	Substitute Teacher	District Initiated	01/17/2008	04/20/2012
119. Ortiz, James	Teacher	Retirement	01/12/2001	06/21/2012
120. Osier, Carolyn	Teacher	Retirement	08/30/2006	06/23/2012
121. Palmer, William	Teacher	Retirement	09/07/1999	06/30/2012
122. Panici, Raymond	Teacher	Retirement	09/07/1977	06/30/2012
123. Paolino, Natalie	Teacher	Retirement	09/08/1975	06/30/2012
124. Parks, Trudy	Teacher-Sp Ed	Retirement	09/01/2012	06/21/2012
125. Patton, Eric	Teacher	Retirement	09/03/1999	06/22/2012
126. Peet, Harlan	Teacher	Retirement	01/08/1979	06/29/2012
127. Pescara, Jane	Teacher	Retirement	08/31/1990	06/30/2012
128. Petrucco, Deanna	Teacher	Retirement	08/27/1980	06/21/2012
129. Pettijohn, Constance	Teacher	Retirement	09/01/1987	06/22/2012
130. Plost, Stephanie	Substitute Teacher	District Initiated	12/02/1998	04/20/2012
131. Prestridge, Billups	Teacher	Retirement	09/10/1974	06/21/2012
132. Primack, Karen	Teacher	Retirement	09/08/2003	06/30/2012
133. Prince, Becke	Teacher	Retirement	09/03/1996	06/22/2012
134. Rademaker, Kathleen	Teacher	Retirement	09/19/1998	06/30/2012
135. Ralston, Valerie	Teacher	Retirement	09/01/1987	06/30/2012
136. Reames, Elaine	Teacher	Retirement	02/05/1996	06/21/2012
137. Redding, William	Teacher	Retirement	09/01/1987	06/22/2012
138. Roder, Mara	Substitute Teacher	District Initiated	11/20/2009	04/20/2012
139. Rossi, Paul	Teacher	Retirement	02/03/1992	06/30/2012
140. Royalty, Gregory	Teacher-Sp Ed	Retirement	08/30/2006	06/30/2012
141. Ruby, Andrea	Teacher-Sp Ed	Retirement	09/02/1988	06/30/2012
142. Salmi, Patricia	Substitute Teacher	District Initiated	11/07/1996	04/20/2012
143. Sanders, Gail	Teacher-Sp Ed	Retirement	09/20/1993	06/30/2012
144. Scalero, Christine	Substitute Teacher	District Initiated	03/23/2009	05/01/2012
145. Scherbart, Brian	Teacher	Retirement	09/08/1975	06/30/2012
146. Schick, Kent	Teacher	Retirement	09/03/1996	06/22/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
147. Schofield, Patricia	Teacher	Retirement	09/03/1996	06/23/2012
148. Scott, Janet	Teacher	Retirement	12/02/1996	06/22/2012
149. Sexton, Patricia	Teacher	Retirement	09/04/1998	06/22/2012
150. Shades, Judy	Principal-Elem	Retirement	06/14/2005	06/29/2012
151. Shelley, Lynne	Teacher	Retirement	09/03/1996	06/30/2012
152. Short, Gale	Teacher	Retirement	09/01/1995	06/22/2012
153. Smith, Georgette	Teacher	Retirement	09/05/1978	06/21/2012
154. Smith, Susan	Teacher-Sp Ed	Retirement	09/03/1999	06/30/2012
155. Sobota, Katherine	Teacher	Retirement	02/07/1980	06/22/2012
156. Soucy, Deborah	Counselor	Retirement	01/02/1996	06/30/2012
157. Stachowski, Michael	Substitute Teacher	District Initiated	11/10/2008	04/20/2012
158. Stinson, Elizabeth	Teacher	Retirement	10/01/1974	06/21/2012
159. Stoffel, David	Psychologist	Retirement	08/14/1986	06/30/2012
160. Tice, Rebecca	Teacher	Retirement	09/08/1982	06/21/2012
161. Tkaczyk, Karen	Teacher	Retirement	10/22/1996	06/21/2012
162. Trager, James	Teacher	Retirement	09/08/1982	06/30/2012
163. Vig, Rajni	Substitute Teacher	District Initiated	10/17/2011	04/20/2012
164. Violette, Jan	Teacher	Retirement	09/07/1995	06/21/2012
165. Volpe, Susan	Teacher-Sp Ed	Retirement	10/09/1997	06/30/2012
166. Walla, Becky	Teacher	Retirement	09/18/2000	06/30/2012
167. Walz, Kathryn	Teacher	Retirement	09/05/1978	06/22/2012
168. Webster, Nancy	Teacher	Retirement	09/01/1987	06/30/2012
169. Wentz, Patricia	Substitute Teacher	District Initiated	03/20/2000	04/20/2012
170. Westling, Wayne	Teacher	Retirement	09/07/1978	06/22/2012
171. Whiting, Carey	Teacher	Retirement	09/01/1989	06/21/2012
172. Willsey, Kathleen	Teacher	Retirement	10/05/1998	06/23/2012
173. Wilson, Cynthia	Teacher	Retirement	03/01/1979	06/30/2012
174. Wilson, James	Teacher	Retirement	09/01/1989	06/22/2012
175. Winkelman, Margaret	Teacher	Retirement	09/10/1990	06/30/2012
176. Winokur, Mona	Substitute Teacher	District Initiated	01/23/2007	04/20/2012
177. Woodward, Ellen	Teacher	Retirement	09/03/1999	06/30/2012
178. Yaple, Deborah	Teacher	Retirement	09/11/1973	06/21/2012
179. Young, Marsha	Teacher	Retirement	09/03/1999	06/22/2012
180. Zallar, Carolyn	Teacher	Retirement	09/07/1976	06/21/2012
181. Zoerner, Stephen	Teacher	Retirement	08/29/1997	06/30/2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
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APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|----------------------------|--------------------------------|
| 182. Allan, Stephanie | 216. Lynch, Janis |
| 183. Barber, Angela | 217. Ma, Grace |
| 184. Brousset, Trisha | 218. Madsen, Tanya |
| 185. Burk, Michelle | 219. Mateer, Penny |
| 186. Carroll, Fiona | 220. McClenathan, Sarah |
| 187. Casper, Laura | 221. McKeague, Sharon |
| 188. Chao, Iris | 222. Messina Kleinman, Deborah |
| 189. Chickman, Amanda | 223. Miner, Heather |
| 190. Clay, Julie | 224. Mitchell, Lauren |
| 191. Copp, Alexis | 225. Mock, Ryan |
| 192. Dowd, Arica | 226. Montgomery, Charlene |
| 193. Dukaj, Deli | 227. Morris, Brooke |
| 194. Duty, Veronika | 228. Mouri, Cathy |
| 195. Erickson, Janine | 229. Nelson, Lucy |
| 196. Fairchild, Vikki | 230. Purdue, Autumn |
| 197. Fallman, Megan | 231. Norby, Marsha |
| 198. Funk, Rebecca | 232. Ramage, Susan |
| 199. Gilpin, Geoffrey | 233. Raney, Kelly |
| 200. Goff, Christine | 234. Rogers, Heather |
| 201. Going, Melissa | 235. Rollins, Cassidy |
| 202. Guite, Lauren | 236. Sigband, David |
| 203. Hanhon, Itedal | 237. Smithson, Marion |
| 204. Hollingshead, Marissa | 238. Stern, Alexandria |
| 205. Houser, Michelle | 239. Strayer, Jessica |
| 206. Huffman, Sue | 240. Szechy-Linares, Kathryn |
| 207. Hurd, Annette | 241. Toretsky, Courtney |
| 208. Hudson, Megan | 242. Villalobus, Juan |
| 209. Hurlock, Ashley | 243. Visca, Kelly |
| 210. Hurst, Nichole | 244. Voccola, Michelle |
| 211. Jahromi, Andrew | 245. Vyvlecka, Michelle |
| 212. Kanode, Cathy | 246. Wexelberg, Kirsten |
| 213. Katayama, Lauren | 247. Wray, Marvin |
| 214. Kulm, Steven | 248. Young, Justin |
| 215. Kupka, Brittany | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
Certificated Employees

APPROVE LANGUAGE BUILDER STIPEND

<u>Name</u>	<u>Stipend</u>	<u>Effective Date</u>
249. Ruby, Andrea	\$2,174.00	09/07/2011-06/21/2012
250. Wobst, Judy	\$1,087.00	09/07/2011-06/21/2012

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
251. Kruszewski, Desiree	Teacher-80%	Teacher-100%	09/06/2011

APPROVE ADDITIONAL ASSIGNMENTS

Home/Hospital Instruction – Multiple Sites

Not to exceed 5 hours per week instructional pay @ \$35.00 per hour
03/29/2012-06/30/2012

252. Antonatos, Rose Marie	257. Phillips, Deanna
253. Bailey, Jeff	258. Selikson, Debbie
254. Dorn, Michele	259. Wilson, Debbie
255. Gonzalez, David	260. Workman, Ken
256. Jenkins, Erin	

Teach Family Life – Aliso Viejo MS

Not to exceed 3 hours instructional pay @ \$35.00 per hour
06/01/2012-06/21/2012

261. Mills, Amber

After School Intervention – Marco Forster MS

Not to exceed 20 hours instructional pay @ \$35.00 per hour
04/02/2012-06/15/2012

262. Foster, Lindsey

CTE Articulation Evening Meetings at Saddleback College – Education Division

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
04/24/2012-04/26/2012

263. Devaney, Brian	266. Mack, Doug
264. Enmeier, Mark	267. Moore, Mike
265. Hallam, John	268. Norgren, Ryan

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Personnel Activity List Board of Trustees Regular Meeting of May 14, 2012
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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

CTE Articulation Evening Meetings at Saddleback College – Education Division (Cont.)

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

04/24/2012-04/26/2012

- | | |
|-------------------|-------------------|
| 269. Ogden, Sue | 272. Tice, Becky |
| 270. Ohnstad, Jon | 273. Yancey, Lisa |
| 271. Smith, Sarah | |

Proctor OLSAT make-up test at Niguel Hills MS – Education Division

Not to exceed 2.5 hours instructional pay @ \$35.00 per hour

03/03/2012

- | | |
|-------------------------|--------------------------|
| 274. Aldaco, Danielle | 285. McCullough, Stephen |
| 275. Bailey, April | 286. Miller, Sharon |
| 276. Bastianello, Chris | 287. Passarelli, Kendra |
| 277. Bungartz, Melinda | 288. Patterson, Susan |
| 278. Evans, Laura | 289. Peterson, Susan |
| 279. Fragassi, Joe | 290. Robinson, Katie |
| 280. Fragassi, Kari | 291. Schreiman, Courtney |
| 281. Hamilton, Marcy | 292. Schreiman, Mike |
| 282. Hartje, Marian | 293. Steidle, Gwynne |
| 283. Kashima, Mike | 294. Wilson, Debbie |
| 284. Lincoln, Maryl | |

Provide Capistrano PLUS SES Tutoring – Education Division

Not to exceed 5 hours instructional pay @ \$35.00 per hour

04/30/2012-06/22/2012

295. Herrera, Deborah

Assist with Spring Concerts – Music

Not to exceed 4 hours pay @ \$18.00 per hour

04/23/2012-05/02/2012

296. O'Neill, Debora

Coordinate a Supervision Training for Speech Pathologists – Special Education

Not to exceed 6.5 hours non-instructional pay @ \$30.00 per hour

04/04/2012-06/30/2012

- | | |
|--------------------|----------------------|
| 297. Eaton, Andrea | 298. Lipsett, Robert |
|--------------------|----------------------|

Work at Oxford Prep Academy during CUSD Spring Break – Special Education

Not to exceed 14 hours instructional pay @ \$35.00 per hour

04/10/2012-04/13/2012

299. Stone, Lou

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
300. Shmuckler, Jennah	Outdoor Education, Elem	Reilly Elem	\$109.00 per night	05/22/2012- 05/25/2012
301. Westling, Wayne	Golf, Varsity (Head)	Aliso Niguel HS	\$3,261.00	02/06/2012- 05/04/2012

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
302. Gustafson, Doug	Track and Field (Asst)	Capistrano Valley HS	\$2,119.00	02/24/2012- 05/04/2012
303. Mashburn, Andrew	Strength and Conditioning, Football	Capistrano Valley HS	\$1,180.00	04/01/2012- 05/01/2012
304. Peet, Harlan	Golf, Boys JV	Capistrano Valley HS	\$2,119.00	02/24/2012- 05/04/2012

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
305. Cooper, Tina	Personal	2012-2013
306. Gutridge, Megan	Personal	2012-2013
307. Levy, Matthew	Personal	2012-2013
308. Quarcini, Melissa	Child Care	05/01/2012- 05/25/2012
309. Lindberg, Erica	Child Care	06/05/2012- 06/21/2012
310. Royalty, Gregory	Personal	05/09/2012- 06/21/2012